

SERVICE DESCRIPTION: Optus Private Wavelength Division Multiplexing (WDM)

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

SERVICE TERMS: Optus Private WDM

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

1. SERVICE

1.1 Service Description

The Optus Private Wavelength Division Multiplexing (**WDM**) Service ("the **Service**") provides high bandwidth, secure services between Service Delivery Points using optical networking technology. Each WDM circuit has dedicated wavelengths and equipment, which provides guaranteed bandwidth. Unless requested otherwise in your Application or Statement of Work, the Service is provided as a non-protected service with power supply redundancy only, provisioned via a single path between your sites. Where requested by you in your Application or Statement of Work, a protected configuration is provisioned via two discrete paths, with failover options available to switch-over to the secondary path in the event of failure of the primary path. You may also purchase the associated WDM equipment for your premises with the Service.

1.2 Optus Group Company

Optus Private WDM Services are supplied by Optus Networks Pty Limited (ABN 92 008 570 330), an Optus Group Company.

2. COMMITTED TERM

As set out in your Application or Statement of Work.

3. SUPPLY, USAGE AND FUNCTIONALITY

3.1 Service Provision

- (a) Your Application or Statement of Work will contain your selected Service details, the charges, committed term and any applicable features and characteristics.
- (b) Optus will use reasonable endeavours to meet the Target Service Start Date relating to Individual Services, if set out in your Application or Statement of Work, however Optus does not make any warranty, representation or guarantee as to the accuracy of this date.

3.2 Service Implementation

- (a) You are required to supply fibre patch cords and any other cabling between the demarcation point and your network equipment (switches).

- (b) You must provide sufficient safe space and power for any Optus Equipment used to provide the Service and any WDM equipment sold to you by Optus or a third party that is associated with Optus' provision of the Service.
- (c) If we agree to sell the WDM equipment or other associated Products to you and you agree to buy them, a detailed Product list will be included in your Application or Statement of Work. We will invoice you for such WDM equipment and Products by either invoicing:
 - (i) in accordance with agreed milestone payments in the Application or Statement of Work (if any), commencing when Optus orders the equipment or Products and ending when it receives them into its warehouse (for example, invoicing 60% on order and 40% on receipt into the Optus warehouse); or
 - (ii) 100% on receiving the WDM equipment and associated Products into the Optus warehouse; or
 - (iii) in accordance with other arrangements in your Agreement.
- (d) Such payments are for the physical delivery of equipment and Products from the third party to Optus prior to any installation, configuration, commissioning, testing, acceptance and handover to you for the purposes of the Services. For the avoidance of doubt, such payments do not affect the Service Start Date and commencement of billing for the Service.
- (e) You acknowledge that these are third party Products. The standard warranty and service terms that apply to these Products are available on request.
- (f) Optus may reconfigure the fibre for necessary civil works or network enhancements without adjusting the charges. We will use reasonable endeavours to notify you of such reconfiguration(s). You acknowledge and agree that in such instance:
 - (i) Optus may require access to your Premises; and
 - (ii) an Excluded Outage may occur.

4. SERVICE CHARGES

4.1 General

- (a) The charges for the Service are set out in the Application or Statement of Work and may depend on some or all of the following:
 - (i) the Service features you select in the Application or Statement of Work;
 - (ii) the Service supplied;
 - (iii) any modification, suspension or cancellation of or to the Service.
- (b) The charges are comprised of:
 - (i) Installation Charges and/or WDM Supply Charges;

- (ii) Monthly Fees, recurring charges payable in advance; and
- (iii) any other charges as described in the Application or Statement of Work, or as agreed between the parties.
- (c) If the Services are provisioned in a staggered fashion, Optus may invoice you the Service Charges for Individual Services on a pro rata basis prior to the Service Start Date for all the Services.
- (d) You are responsible for the installation and maintenance of cabling (including the riser in a multi-storey building) at your Premises. The Installation Charges do not include cabling costs.
- (e) Any fault restoration services carried out by Optus concerning cabling on your Premises may be undertaken by Optus on a fee for service basis.
- (f) The charges may vary after the Committed Term by Optus providing 30 days' notice of the new charges.

4.2 Cancellation Fee

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

- (a) 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
- (b) 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
- (c) any costs incurred by Optus in the course of the performance of the Service or Individual Service to the date of cancellation,

less:

- (d) 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
- (e) 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 or Statement of Work.

4.3 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 Recurring Charges applying to the minimum number of Services or Individual Service (as applicable),

as set out in your Application or Statement of Work.

4.4 Third party costs

Optus reserves the right to increase the Monthly Recurring Charge as stated in your Agreement, if a third party provider(s) to Optus increases its charges for the service to Optus. Any increase would be commensurate with such third party increase.

5. SERVICE AVAILABILITY AND INCIDENT MANAGEMENT

5.1 Service Availability

- (a) Availability of the Service depends on and is subject to location, the configuration and limitations of the Optus Network and Supplier Networks used to deliver the Service.
- (b) Optus will use reasonable endeavours to meet the Service Availability targets set out in the table below, but does not warrant, represent or guarantee the targets will be met.

Service	Service Availability Target
Optus Private WDM (non-protected, single fibre path service)	99.95% over any month

Table 1: Service Availability Target

Service Availability Targets and Fault classifications for protected services, if applicable, will be set out in your Application or Statement of Work.

5.2 Service Management

Service Desk - hours of operation:

- (a) for fulfilment of Service Catalogue items and enquiries 08:00 - 18:00 AEST (Australian Eastern Standard Time) business days (excluding national public holidays);
- (b) Service Assurance 24 hours per day x 7 days per week.

5.3 Incident Management

- (a) As soon as you become aware of any Incident in the Service, you must report that Fault to Optus by telephoning the number notified to you by Optus from time-to-time.
- (b) Incident logging is available via a Service Desk or Self-Service Portal 24x7. Incident restoration is as per your agreed Service Level/s.
- (c) If you require Optus to respond to and resolve an Incident, your Authorised Representative must report the Incident to Optus via the Service Desk or Self Service Portal.
- (d) All Priority 1 - Critical and 2 - High Incidents must be reported via telephone to the Service Desk. 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 costs of rectification, if you require Optus to rectify the Fault attributable to the Excluded Event.

5.4 Incident Classification

Optus categorises Incidents based on the Impact and Urgency of the Incident. The combination of urgency and impact determine the priority of the Incident resolution activities.

Optus will assess the impact of an Incident using the criteria in the table below:

IMPACT	DEFINITION
1 – Enterprise	Whole organisation (or multiple sites) are impacted by; - An outage or substantial reduction in a voice, mobile, data or ICT Service. - Complete loss of a business critical application or system. - Failure of a Service that results in less than 100% compliance with regulatory requirements.
2 – Site / Department	Whole site (or multiple business units within a site) are impacted by; - An outage or substantial reduction in a voice, mobile, data or ICT Service. - Partial loss or any impact to a business critical application or system.
3 – Multiple Users	Whole business unit (or whole team within a business unit) are impacted by; - An outage or substantial reduction in a voice, mobile, data or ICT Service. - Complete or partial loss of a non-core business application or system.
4 – User	One or more users (but not a whole team) are impacted by; - An outage or substantial reduction in a voice, mobile, data or ICT Service. - Complete or partial loss of a non-core application or system. - An issue related to a user request or information query.

Table 2: Impact Assessment

Optus will assess the Urgency of an Incident using the criteria in the table below:

URGENCY	DEFINITION
(1) Critical	Urgent response and immediate action is needed because; - The impact will increase quickly over time placing the business at risk of incurring further loss or damages. - No workaround is available and those affected are unable to do any work. - Business critical and time sensitive work cannot be completed. The user(s) is/are designated VIP(s)
(2) High	Quick response or action is needed because; - The impact is expected to gradually increase over time. - No workaround is available but those affected are able to do other work.
(3) Average	Response can be scheduled because; - Action can be completed within normal service levels by next available resource. - Workaround is available and those affected are able to continue work.
(4) Low	Response can be scheduled for a later time because; - Action is not time critical and can be completed when resources are available. - Workaround is available and it does not affect normal work.

Table 3: Urgency Assessment

Based on the Urgency and Impact, Optus will determine the Priority of an Incident using the matrix in the table below:

		Impact			
		1. Enterprise	2. Site / Dept.	3. Multiple users	4. User
		(Extensive/ Widespread)	(Significant/ Large)	(Moderate/ Limited)	(Minor/ Localised)
Urgency	1. Critical	1. Critical	1. Critical	2. High	2. High
	2. High	1. Critical	2. High	2. High	3. Medium
	3. Average	2. High	3. Medium	3. Medium	4. Low
	4. Low	3. Medium	3. Medium	4. Low	4. Low

Table 4: Incident Classification Matrix

5.5 Service Level Targets

- (a) Optus will endeavour to respond to and resolve Incidents in relation to a Service in accordance with the following targets, which are measured from the time that the Incident is reported to Optus or when Optus becomes aware of the Fault. If your Service is proactively managed by Optus, incidents resulting in a Service Outage will be detected automatically by our systems and actioned for restoration.

PRIORITY	RESPONSE TARGET	RESOLUTION TARGET*	OPERATIONAL HOURS
1 - Critical	15 min	4 hours	24x7
2 - High	30 min	4 hours	24x7
3 - Medium	30 min	8 hours	24x7
4 - Low	30 min	8 hours	Business Hours
Faults caused by cuts to optical fibre cable other than Optus or its Personnel		Force Majeure Event conditions apply and Optus will use "best efforts" to restore	

*Metro areas only.

Table 5: Incident Service Level Targets

- (b) These targets do not apply where access is required to your premises in order to resolve the Incident.
- (c) 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.
- (d) For Service Level performance evaluations, a minimum threshold of tickets is required. If the number of tickets in a given reporting month is below the threshold of 10, the Service Level target percentage will not be used to evaluate performance.

5.6 Service Rebates

Service Rebates are not available for Optus Private Wavelength Division Multiplexing (WDM) Service, unless expressly stated otherwise in your Agreement.

6. OPTUS' OBLIGATIONS AND REQUIREMENTS

- 6.1 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.

7. YOUR OBLIGATIONS AND REQUIREMENTS

7.1 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.

7.2 Authorised Operational Contacts

- (a) You must nominate a minimum of two (2) Authorised Representatives. Each Authorised Representative is authorised by you to provide information and request and accept moves, adds or changes to your Service.
- (b) You must nominate a minimum of two (2) Customer Administrators, who are required for managing your access to Optus Self Service Portal.
- (c) Your Authorised Representative may have access to Optus Self Service Portal and Service Desk to report incidents and request moves, adds and changes to the Service.
- (d) Your Authorised Representative will have access to Optus Personnel to request a new Authorised Representative or to request a username / password reset.
- (e) You must ensure that your Authorised Representatives manage new user login set up and the removal of terminated users.
- (f) Optus is not required to respond to requests from anyone other than the Authorised Representative and will not be liable for any Loss arising from non-compliance with any requests made by persons who are not Authorised Representative.
- (g) You may change your Authorised Representative and Customer Administrators by giving written notice to Optus providing all relevant contact details required by Optus.
- (h) You must ensure that your users and end users are aware of the scope of the Services and the related procedures defined by Optus' documentation or notified by Optus.

8. RELEVANT APPENDICES

In using the Service, you must comply with Optus' Acceptable Use Policy and any other Appendices as noted in Appendix 1- Optus Private WDM - Standard Pricing Table of the Optus Private WDM Service.

9. DEFINITIONS

Terms not defined in this Service Description are as defined in the General Terms, unless inconsistent with the context.

24 X 7 Hours means 365 days a year including all national public holidays

Acceptable Use Policy means Optus' Appendix HH – Optus Business Acceptable Use Policy
As may be amended from time to time available at:
<https://www.optus.com.au/about/legal/standard-forms-agreement/appendices>

Application means the Customer application or Statement of Work, as applicable, which contains your selected Service option(s), the charges and any applicable service features and characteristics. The Application may also contain a Target Service Start Date.

Authorised Representative means your nominated personnel who are authorised to access the Self Service Portal, submit Service Requests and make and request changes to your Services, including the defined scope of your In-Scope Services.

Business Hours the hours between of 08:00 and 18:00, Monday to Friday AEST/AEDT excluding national public holidays in Australia.

Customer Administrator means a customer representative with privileged access to Optus Self Service Portal to maintain user access management.

Customer Equipment means equipment beyond the Service Delivery Point owned or managed by the Customer.

Excluded Event means a breach of the Agreement by you, an act or omission of you or any of your Personnel or your End User, or a failure of Customer Equipment.

Excluded Outage means Scheduled Maintenance, Routine Maintenance, Service Degradation, Excluded Event and or Force Majeure Event.

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).

Incident means an event which is not part of the standard operation of the Service and causes disruption or degradation to the Service. An incident or fault has a priority 1-Critical, 2-High, 3-Medium or 4-Low. The term Incident is interchangeable with Fault. Incident Prioritisation is defined by Impact and Urgency.

Metro means:

- (a) an area with a population centre of greater than 10,000 people; and
- (b) 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

Monthly Recurring Charge means the monthly reoccurring charges paid for the Committed Term of the Agreement based upon your selected individual pricing plan as set out in the Application.

Priority means the classification of an Incident which is calculated by the Service Desk based on the Impact and Urgency of an Incident.

Resolution means the time between the Customer notifying Optus of a fault or service request and the Customer receiving confirmation from Optus that the fault or service request is resolved or a satisfactory work around to restore service has been agreed.

Response means the time between the Customer notifying Optus of an Incident or service request and the Customer receiving a response from Optus acknowledging receipt. 1-Critical and 2-High priority faults must only be logged/escalated via telephone.

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.

Self Service Portal means the Optus My Business Portal (MBP), unless specified otherwise in your Agreement.

Service Availability means the % of time in a calendar month that the Optus Network was not affected by a Service Outage, as measured by Optus using appropriate measurement and monitoring tools.

Service Catalogue means a non-exhaustive catalogue of available Optus Services.

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 Customer Equipment.

Service Desk means the Optus Enterprise Service Desk, unless specified otherwise in your Agreement.

Service Level means the applicable service level or service level target(s) applicable to availability, Incidents and Service Requests set out in this Service Description.

Service Outage means 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; and is rated as a 1-Critical and 2-High priority fault.

Urgency the required speed of addressing an Incident based on its time sensitivity. It is a key factor in determining Priority, alongside Impact, which assesses the potential disruption caused by the Incident. Together, Urgency and Impact guide the prioritisation of Incidents to ensure timely and appropriate responses.