

SERVICE DESCRIPTION: Optus Evolve Service

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

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

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

The Service Option Terms are separate terms applicable to each of the following Optus Evolve Service Options and are to be read in conjunction with both the General Terms and the Service Family Terms:

- **Optus Evolve IP VPN**
- **Optus Evolve MRS**
- **Optus Evolve Voice**
- **Optus Evolve DirectLine**
- **Optus Evolve Internet**
- **Optus Evolve Ethernet WAN**

SERVICE FAMILY TERMS: OPTUS EVOLVE SERVICE

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 FAMILY

1.1 Service Description:

The Optus Evolve 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. 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.

1.2 Optus Group Company

The Optus Evolve Services are supplied by Optus Networks Pty Limited (ABN 92 008 570 330), an Optus Group Company

2. SERVICE OPTIONS

2.1 Current:

- Optus Evolve IP VPN
- Optus Evolve MRS
- Optus Evolve Voice
- Optus Evolve DirectLine
- Optus Evolve Internet
- Optus Evolve Ethernet WAN

each a “**Service**”

2.2 Associated Services:

Optus Evolve Internet DDoS is an Associated Services available with the Optus Evolve Internet Service Option.

2.3 Selecting Service Options

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.

3. SERVICE CHARGES

3.1 Cancellation Fee

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:

- (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.

3.2 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),

as set out in your Application or Statement of Work.

4. SUPPLY, USAGE AND FUNCTIONALITY

4.1 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.
- (c) If you add Optus Evolve MRS to an existing Optus Evolve IP VPN you must sign an Application for a period equal to or greater than the remainder of your current Committed Term.
- (d) For all Service Options other than Optus Evolve Internet and Optus Evolve DirectLine, Optus shall advise you of the relevant Customer Test Notification Date. 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 to commensurate with the relevant delay caused by Optus from the original Customer Test Notification Date.
- (e) For all Service Options other than Optus Evolve Internet and Optus Evolve DirectLine, in the event that provisioning of an Individual Service is delayed due to you not taking all reasonable steps in supporting the provisioning of an Individual 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 after a Billing Grace Period of 10 Business Days and prior to the activation of the Individual Service and you agree to pay such charges.
- (f) 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.

4.2 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. Optus plans to transition copper accesses to a comparable access method such as (but not limited to), Optus fibre (Access_CE), NBN (EoNBN, EoNBN EE) or other 3rd party fibre as part of the Telstra migration program accepted by the Australian Competition and Consumer Commission (ACCC) which sets out to disconnect voice and data services on the copper network. If during your contract Optus identify that copper services will be disconnected as part of this process Optus may, at our discretion, initiate the Transition process to an alternate access method.
- (b) You acknowledge and agree that in order to change the Access Method:
 - (i) Optus and approved third parties may require access to your Premises;
 - (ii) different Fault Restoration Targets may apply, in accordance with Table 2, 3, 4 and 5 (Fault Restoration Targets);
 - (iii) an Excluded Outage may occur;
 - (iv) if Optus, acting reasonably, 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 as a result of the non-standard installation. If requested by you, we will notify you of such Non-Standard Installation Charge; and

- (v) to transition your service to an alternate access you must have a minimum 12 months remaining on your Committed Term, or acknowledge that the services are subject to a 12 month minimum Committed Term from the Service Start Date of the transitioned service. This section 4.2(b)(v) does not apply to Committed Term of month to month.
- (vi) 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.
- (vii) if you do not provide the required in-building cabling to support the new alternate infrastructure and Optus service then either party may, without liability, terminate your service.
- (viii) if you do not agree to the Transition (where relevant) within the allocated time requested by Optus or do not agree to the applicable Non-Standard Installation Charge, we may, without liability, terminate your service.

4.3 Migrating to alternate Optus Services

- (a) Optus is continually developing new products and services with improvements in technology. As a result, Optus may migrate your Services (or some of your Services) to alternate Optus Services at any time without changing the price or reducing your current service levels. If you are migrated to alternate Optus Services, you may be able to purchase additional optional functionality for an extra charge (e.g. Flex Speed).
- (b) You acknowledge and agree that in order to migrate you to an alternate Optus Service:
 - (i) Optus and approved third parties may require access to your Premises;
 - (ii) an Excluded Outage may occur; and
 - (iii) 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.

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

- (a) Services in Hard Quarantine
 - (i) E2B and E2D access methods, effective 31st March 2015;
- (b) Services in Soft Quarantine
 - (i) EoWireless access method, effective 1st Dec 2011;
 - (ii) EoSDH and access methods, effective 31st March 2015;
 - (iii) Evolve IP VPN ,effective 1 April 2024; and
 - (iv) Evolve MRS, effective 1 August 2020.

4.5 You agree and acknowledge that when you take up an Evolve Direct Link for AWS:

- (a) Optus is not the provider of any AWS (Amazon Web Service) services to you

- (b) You must provide Optus with all details as requested to enable the AWS Direct Connection to be provisioned. This includes, but is not limited to your AWS Customer Account number.
- (c) Optus offers connectivity to AWS but has no responsibility for the delivery or support of the AWS offering.
- (d) You must deal directly with AWS for the establishment and ongoing support of the AWS service.
- (e) Optus is an AWS Direct Connect Partner and provides connectivity to AWS. Currently this is offered as a feature of the Evolve IPVPN and Evolve EWAN products.

4.6 You agree and acknowledge that when you take up an Optus Express Link for Microsoft Azure:

- (a) Optus is not the provider of any Microsoft Azure ExpressRoute or Microsoft Cloud Services to you.
- (b) You must provide Optus with all details as requested to enable the Optus Express Link service to be provisioned. This includes, but is not limited to your Microsoft S-Key.
- (c) Optus offers connectivity to Microsoft Azure ExpressRoute but has no responsibility for the delivery or support of the Microsoft Azure ExpressRoute offering.
- (d) You must deal directly with Microsoft for the establishment and ongoing support of the ExpressRoute service.
- (e) Optus is a Microsoft Azure ExpressRoute network service partner and provides connectivity to Microsoft Azure ExpressRoute. Currently this is offered as a feature of the Evolve IPVPN and Evolve EWAN products.

4.7 You agree and acknowledge that when you take up Optus Cloud Connect (Equinix) services where Equinix manages the on-going connection with your cloud service provider:

- (a) Optus is an Equinix Fabric service partner and provides connectivity to your selected cloud service provider via the Equinix Fabric.
- (b) Optus is not a cloud service provider. A third party cloud service provider is the provider of the cloud services to you. Optus has no responsibility for the performance of the cloud services which are provided by third party cloud service providers.
- (c) You must provide Optus with all details as requested to enable the Optus Cloud Connect (Equinix) service to be provisioned. This includes, but is not limited to your cloud service provider account number, subscription key (S-Key), subscription code or similar.
- (d) You must deal directly with your cloud service provider for the establishment and ongoing support to the cloud services.
- (e) Equinix Fabric services are currently offered as a feature of the Evolve IPVPN and Evolve EWAN products.

5. SERVICE AVAILABILITY

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, and the Access Method used to deliver the Service.
- (b) 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
- (c) 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.
- (d) The Service Availability Targets set out in Table 1 apply to Unlimited Internet up to 99.90%. For example, an Unlimited Internet service delivered over Access_CE has an availability target of 99.90%
- (e) The Optus Evolve 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

Feature	Description
Service Availability (single access)	99.95% Access_CE / E2B / E2B / EoSDH / / EoDF 99.9% EoNBN, EoNBN EE 99.9% EoAmcom, EoTWEA_F, EoMLLe 99.2% 99.8% EoSatlite N/A WIP VPN Plus
Service Availability (dual access)	99.97% diverse Access_CE/ E2B / EoSDH / / EoDF links (single CE) 99.97% (Access_CE or E2B or EoSDH or or EoDF) and (dual CE) 99.99% (Access_CE or E2B or EoSDH or or EoDF)
QoS	Six Classes offered for classification Gold-real time, Gold-non real time, Silver-non real time 1, Silver-non real time 2, Silver-non real time 3, Bronze (default class)

6. 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 (except for Optus Evolve DirectLine and Unlimited Internet Service Degradation) are set out in Table 2, 3, 4 and 5. Fault Restoration Targets are measured from the time that the Fault is either reported to Optus pursuant to section 6(a), or Optus becomes aware of the Fault and are only measured during the applicable Fault Restoration hours. For example, a Metro (Enhanced 12) Service Outage reported on Tuesday at 2pm has a target restoration time of 12pm on Wednesday (12 hours within Fault Restoration Hours of 7am to 9pm Mon to Sat).
 - (i) The Fault Restoration Targets for Optus Evolve DirectLine are set out in the applicable Service Option Terms.
 - (ii) The Service Degradation Restoration Targets that apply to Optus Evolve Unlimited Internet for every Access Method are the Basic SLAs
- (d) Target Restoration times on services supplied over copper may be impacted by Asset Transfer. These access types include and EoMLLe. If the relevant fault is in an Asset Transfer Region and the repair requires input from NBN Co, 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, fax, e-mail or text message.
- (g) Additional conditions relating to fault restoration, if any, applicable to a Service Options are set out in the relevant Service Option Terms.

Table 2: Fault/Service Restoration Targets for All Access Methods except EoNBN and EoNBN EE

	Basic SLA	Standard SLA	Enhanced 12	Enhanced 12 – 24/7	Enhanced 8	Enhanced 8 – 24/7	Enhanced 4 – 24/7	Enhanced 4 – rapid	
Fault Restoration hours (Fault logging: 24 x 7)	8am – 5pm, Mon to Fri	8am – 5pm, Mon to Fri	7am – 9pm, Mon to Sat	24 x 7	7am – 9pm, Mon to Sun	24 x 7	24 x 7	24 x 7	
Service Outage – Response time	8 hours	2 hours	2 hours	2 hours	2 hours	2 hours	30 minutes	30 minutes	
Service Degradation – Response time	12 hours	6 hours	6 hours	6 hours	6 hours	6 hours	1 hour	1 hour	
Service Outage - Repair times									
- Metro	1 clear business day	3pm next business day	12 hours	12 hours	8 Hours	8 hours	4 hours	4 hours	
- Regional	2 clear business days	1pm second business day	Add to metro time, 1 clear business day within restoration hours						12 hours
- Remote	3 clear business days	11am third business day	Add to metro time, 2 clear business days within restoration hours						N/A
Service Degradation - Repair times									
- Metro	1 clear business day	3pm second business day	12 hours	12 hours	8 hours	8 hours	4 hours	12 hours	
- Regional	2 clear business days	1pm third business day	Add to metro times, 1 clear business day within restoration hours						24 hours
- Remote	3 clear business days	11am fourth business day	Add to metro times, 2 clear business days within restoration hours						N/A

Table 3: SLAs by Access and Upgrade Options (except EoNBN and EoNBN_EE)

	Basic SLA	Standard SLA	Enhanced 12	Enhanced 12 – 24/7	Enhanced 8	Enhanced 8 – 24/7	Enhanced 4 – 24/7	Enhanced 4 – rapid
Access_CE, EoSDH, E2B, E2D, EoDF, EoAmcom, EoSDH-ICON	N/A	N/A	N/A	N/A	N/A	N/A	N/A	✓ Included
EoTWEA_F	N/A	N/A	N/A	✓ Included	N/A	Upgrade option	N/A	N/A
EoMLLe	N/A	N/A	N/A	✓ Included	N/A	Upgrade option	Upgrade option	N/A
				✓				
WIP VPN Plus	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 4: Fault/Service Restoration Targets for EoNBN

	Standard SLA	Enhanced 12	Enhanced 12 – 24/7	Enhanced 8	Enhanced 8 – 24/7	Enhanced 6	Enhanced 6 – 24x7	Enhanced 4	Enhanced 4 – 24x7
Fault Restoration hours (Fault logging: 24 x 7)	8am – 5pm, Mon to Fri	7am – 9pm, Mon to Sun	24 x 7	7am – 9pm, Mon to Sun	24 x 7	7am – 9pm, Mon to Sun	24 x 7	7am – 9pm, Mon to Sun	24 x 7
Service Outage – Response time	2 hours	2 hours	2 hours	2 hours	2 hours	1 hour	1 hour	30 minutes	30 minutes
Service Degradation – Response time	6 hours	6 hours	6 hours	6 hours	6 hours	1.5 hours	1.5 hours	1 hour	1 hour
Service Outage - Repair times									
- Metro	3pm next business day	12 hours	12 hours	8 Hours	8 Hours	6 hours	6 hours	4 hours	4 hours
- Regional	1pm second business day	Add to metro time, 1 clear business day within restoration hours							
- Remote	11am third business day	Add to metro time, 2 clear business days within restoration hours							
Service Degradation - Repair times									
- Metro	3pm second business day	12 hours	12 hours	8 hours	8 Hours	6 hours	6 hours	4 hours	4 hours
- Regional	1pm third business day	Add to metro times, 1 clear business day within restoration hours							
- Remote	11am fourth business day	Add to metro times, 2 clear business days within restoration hours							

The above SLAs are based on an NTU availability at your premises.

In the case where there is no NTU and a Field Technician is required to attend your site:

- *it will be Standard or Enhanced SLA time + 1 Business Day for Metro sites; and*
- *times will remain the same for Regional or Remote sites.*

See section 6 (d) above for SLA impacts to faults requiring input from NBN Co in Asset Transfer regions.

Table 5: Fault/Service Restoration Targets for EoNBN EE

	Premium 12 (24/7) *			Premium 8 (24/7)			Premium 6 (24/7)			Premium 4 (24/7)		
	Metro	Regional	Remote	Metro	Regional	Remote	Metro	Regional	Remote	Metro	Regional	Remote
Service Outage	12 Hours	12 hours + 1 business days	12 hours + 2 business days	8 Hours	8 hours + 1 business days	8 hours + 2 business days	6 hours	6 hours + 1 business days	6 hours + 2 business days	4 Hours	4 hours + 1 business days	4 hours + 2 business days
Service Degradation	12 Hour	12 hours + 1 business days	12 hours + 2 business days	8 Hours	8 hours + 1 business days	8 hours + 2 business days	6 hours	6 hours + 1 business days	6 hours + 2 business days	4 Hours	4 hours + 1 business days	4 hours + 2 business days
Fault Logging (With Optus)	24x7			24x7			24x7			24x7		
Fault Restoration Hours	24x7			24x7			24x7			24x7		
Response Time Service Outage	4 hours			2 hours			1.5 hours			1 hour		
Response Time Service Degradation	4 hours			2 hours			1.5 hours			1 hour		

The above SLAs are based on an NTU availability at the customer premises. In the case where there is No NTU and a Field Tech requires to attend site, For Metro sites it will be Premium SLA time + 1 Business Day. For Regional or Remote sites times remain the same.

** Premium 12 (24/7) is the Standard SLA offering for EoNBN EE. Premium 8 (24/7), Premium 6 (24/7) and Premium 4 (24/7) are upgrade options.*

7. SERVICE REBATES

7.1 Service Outage

- (a) A Service Outage is measured from the time that the Fault is either reported to Optus pursuant to section 6, 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, 3, 4 and 5; or
 - (ii) Scheduled Maintenance exceeds three hours in any calendar month; and
 are calculated at the percentage of the applicable Monthly Recurring Charge for the relevant Access Method, calculated as set out in Table 3. 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) 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 6.
- (e) If a valid claim is made in accordance with section 7.1(d), 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.
- (f) 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.
- (g) 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 6: Service Rebates

Access Method	Service Outage beyond Fault Restoration Target	Service Rebate
All Access Types with a Fault Restoration Target	0-2 hours	0%
	2-4 hours	20%
	4-6 hours	50%
	6 or more hours	75%

Example: For a Metro (Enhanced 12) Service Outage reported on Tuesday at 2pm and restored by 2.30pm on Wednesday (7+7.5 hour restoration during 7am to 9pm restoration

hours) (14.5 hours restoration time) – (12 hour restoration target) = (2.5 hour Service Outage beyond Fault Restoration Target). Therefore, the applicable Service Rebate is 20%.

8. OPTUS OBLIGATIONS AND REQUIREMENTS

8.1 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.

9. YOUR OBLIGATIONS AND REQUIREMENTS

- 9.1 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.

10. SPECIAL CONDITIONS

EVOLVE SERVICES OVER NBN SPECIAL CONDITIONS

- (a) These special conditions apply when you acquire an Optus Evolve Service that uses the 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). The EoNBN and EoNBN EE Access Methods uses the NBN Network to connect from the Optus Network to the Service Delivery Point.
 - (i) **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.
 - (ii) **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 (‘NBN 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 NBN 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.
 - (iii) **Fair Use Policy:** You must not use the service to:
 - (a) 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, or

- (b) 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) Example: A building manager for a multi-tenancy office building (where each business' office is a different addressable location) seeks to use a single nbn™ 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;

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.

If you use the service to provide a free Public Wi-Fi service or a free Wi-Fi Hotspot this will not be deemed to be a contravention of the Fair Use Policy.

(b) 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:
 - (i) Continue with the Site Feasibility Study at a cost of \$500, which will only apply if no order is placed.: or
 - (a) 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. You will have the option to accept or reject the revised NBN Fibre Build Contribution costs within 5 Business Days of receiving the notice. If accepted, Optus will pass on the charges to you. i

- (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.

- (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 10.1(b)(ii) and you do not confirm to nbn that you accept the amended or new Fibre Build Contribution within 5 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 10.1(b)(ii), or
 - (c) you cancel the Order in accordance with section 10.1(b)(v).

Except in respect of a cancellation described in section 10.1(b)(vii)(a), (vii)(b) and (vii)(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 10.1(b) (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.

(c) NBN 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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 and EoNBN EE 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.

- (h) **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 Evolve Services delivered using NBN access (EoNBN) 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' EoNBN services. This means that in the event of a power failure, Optus EoNBN services will not work, even for Emergency (000) calls. No telephones/devices relying on Optus EoNBN services 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 "Non Evolve" 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.

11. RELEVANT APPENDICES

None.

12. DEFINITIONS

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

AWS means Amazon Web Services

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_CE means a customer access type using Carrier Ethernet Direct Fibre to connect to your Service Delivery Point.

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.

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 mean 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 is 8am to 5pm, Monday to Friday, excluding public holidays.

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

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

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.

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;

Definitive Agreements 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.

E2B (Ethernet to Building) means a customer access type using Direct Fibre to connect to your Service Delivery Point.

E2D (Ethernet to Data Centre) means a customer access type using Direct Fibre to connect to your Service Delivery Point within one of our Data Centre locations

EoAmcom (Ethernet over Amcom) means Ethernet access delivered using a 3rd party fibre network

EoDF (Ethernet over Direct Fibre) = Available at select Data Centres, EoDF consists of a direct dual single-mode fibre patch from an Evolve PE router to a demarcation point in the data centre. There are no active electronics and no NTU.

EoNBN (Ethernet over National Broadband Network) means a customer access type 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). The Evolve Service can be delivered with or without an Optus NTU.

EoNBN EE (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 1Gbps using High, Medium or Low Class of Service to prioritise traffic on the NBN networks based on the Evolve Service delivered to the Customer. The Evolve service can be delivered with or without an Optus NTU.

EoSatellite (Evolve Satellite Access) means a customer access type using Satellite Access to connect to your Service Delivery Point. It is a bundled product allowing the Optus SatData product and/or the Optus SatData International product to be connected to Evolve IP VPN.

EoSDH (Ethernet over Synchronous Digital Hierarchy) means a customer access type using Direct Fibre to connect to your Service Delivery Point.

EoTWEA_F (Ethernet over Extended Access Fibre) means a customer access type using 3rd party fibre

EoMLLe (Ethernet over Managed Leased Line) means a customer access type using 3rd party fibre

Ethernet means the common form of service interface using twisted pair cables and 8P8C modular connectors that connect the Optus Evolve 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 Evolve Service Options and for each Access Method as set out in Table 2, 3, 4 and 5 of the Service Family Terms.

Flex Speed is additional speed capacity that can optionally be used for temporary upgrades during the contracted term.

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).

Hard Quarantine (HQ) in respect of a specified access type, product or service means:

- (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.

IP means Internet protocol.

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

Minor Fault means:

- (a) anomalies in performance;

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

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

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.

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

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 (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. Services over EoNBN Access using NBN traffic

class 4 (Excluding Evolve DirectLine) 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.

NBN B-NTD Business- Network Termination Device is NBN's termination device located at the customers premises for Enterprise Ethernet access.

No NTU means there are no Optus provided NTU (Network Termination Device) with the service. Service demarcation point will be NBNs NTD or B-NTD and Optus will not be sending any technicians to deliver the Service. Please collect the Demarcation information from NBN when they visit the site.

Optus SD Services means the software defined network-based communications services.

Outage Window has the meaning given to it in section 6.1(a);

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 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 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 % 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 Description means the Service Family Terms and Service Option Terms applicable to the Optus Evolve Service.

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 Family Terms mean 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 Option Terms mean the terms applicable to each Service Option as set out in Part 2 of this Service Description.

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

Soft Quarantine (SQ) in respect of a specified access type, product or service means:

- (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 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.

Voice Billing Grace Period means a period of time from the provision of the service after which Optus will commence billing the Monthly Service Charges.

WIP VPN Plus means a customer Access Method using the unspecified bit rate Optus 4G Mobile wireless network to connect to your Service Delivery Point.

SERVICE OPTION TERMS

Service Option: Optus Evolve IP VPN

This Service Option forms part of Optus' Evolve Service

The Evolve Service Description comprises the following Parts:

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

The Service Option Terms are separate terms applicable to each of the Optus Evolve 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 Evolve IP VPN Service Option is an IP-based Virtual Private Network (VPN) that connects two or more Sites using permanent and private IP-based connections from the Optus Network to the Service Delivery Point. This Service Option is a carriage service which utilises both Optus Networks and Supplier Networks ("the Service").

2. SUPPLY, USAGE AND FUNCTIONALITY

2.1 Service Provision

(a) Related Service Options:

None

(b) Access Methods

The following Access Methods are available with the Evolve IP VPN Service Option:

- (i) On-net fibre access (Access_CE, E2B, E2D, EoSDH, EoDF);
- (ii) Extended fibre access (EoAmcom, EoTWEA_F, EoMLLe, EoSDH-ICON);
- (iii) Extended NBN access (EoNBN, EoNBN EE);
- (iv) Satellite access (EoSatellite) and
- (v) Wireless access (WIP VPN Plus)

2.2 Service Charges

(a) A secondary Access Connection for the Service provides you with a backup connection that can only be used if either;

- (i) the primary Access Connection fails; or
- (ii) you need to provide service to a disaster recovery location.

(b) Charges for secondary Access Connections are set out in the Standard Pricing Table and in your Agreement. Any secondary Access Connection used as a primary access link or for load balancing customer IP traffic will be charged at primary service rates. In the event that use of the secondary access link to carry customer traffic does not cease immediately upon re-establishment of core network connectivity, Optus

reserves the right to charge you primary service rates for the secondary service for the remainder of the Committed Term.

3. YOUR OBLIGATIONS AND REQUIREMENTS

3.1 You acknowledge there are some security implications of using the Extranet feature given that an organisation is accessing a third party realm beyond its own network. Optus does not guarantee that Extranet Connections will be free from exploits. You must:

- (a) take similar security precautions as if you were connecting to the Internet;
- (b) manage Extranet Connections; and

ensure that you operate your Content network so as to avoid traffic from one Extranet Connection being able to route to another Extranet Connection, and to isolate or firewall any external networks (including the Internet) from Optus customer Extranet Connections.

4. SERVICE AVAILABILITY, FAULT REPORTING AND SERVICE REBATES

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 in these Service Family Terms.

5. SPECIAL CONDITIONS – WIP VPN PLUS

5.1 The WIP VPN Plus Access Method can be supplied:

- (a) with the Optus Evolve MRS; or
- (b) as a SIM-only option that can be inserted into your own equipment.

5.2 Supply of WIP VPN Plus with Optus Evolve MRS

- (a) If you elect on the Application Form to receive the Optus Evolve MRS in connection with the WIP VPN Plus Access Method, then:
 - (i) you will need to complete a site survey application form, so that Optus can carry out a site survey at the specified Service Delivery Points to determine whether you need a building antenna and associated antenna equipment at those locations in order to use the WIP VPN Plus Access Method; and
 - (ii) Optus will supply and manage this additional equipment (at your cost) as part of the WIP VPN Plus service.
- (b) You must give us access to the specified Service Delivery Points, or arrange for us to have access, so that we can carry out these site surveys. You acknowledge that if we cannot carry out these site surveys, we may not be able to provide you with the WIP VPN Plus Access Method at these locations.
- (c) Unless agreed otherwise in writing, Optus will own the MRS routers, and you will own the building antennae and associated antenna cabling and mounting equipment, that Optus supplies to you for use of WIP VPN Plus as an Access Method.
- (d) For antennae faults not covered by the original equipment manufacturer's warranty, you will be liable for all fault restoration charges.
- (e) You are responsible for obtaining any necessary third party approvals to install, or provide us with access to, any necessary additional equipment at the Service Delivery Points. This includes approvals from building managers / owners where it is necessary to install an external antenna at a Service Delivery Point location.

5.3 Supply of WIP VPN Plus as a SIM-only option

If you do not elect to receive the Optus Evolve MRS in connection with the WIP VPN Plus Access Method:

- (a) Optus will only supply you with a SIM card for use in your router connecting through WIP VPN Plus; and
- (b) you will be responsible for supplying, configuring, managing and maintaining all routers and external building antennae needed to use the WIP VPN Plus Access Method.

5.4 Coverage and quality of service

- (a) To access the WIP VPN Plus service, you must be within the Optus mobile network coverage area and be using a WIP VPN Plus compatible router. Coverage area within the Optus network is device dependant. Optus 4G network is available in selected coverage areas. The WIP VPN Plus service is only available for use with an Optus supplied SIM card. See www.optus.com.au/coverage to check coverage and for details.
- (b) The WIP VPN Plus service provides no guarantee of throughput or speed and there may be intermittent service outages on the mobile network. Service quality and data transfer speeds depend on various factors including:
 - (i) the type of Optus mobile network used to connect to the Service;
 - (ii) the speed and location of the wireless modem used by you to access the Optus mobile network;
 - (iii) the number of users sharing the Optus mobile network;
 - (iv) the number of users sharing the WIP VPN Plus service;
 - (v) the speed and capacity of your Optus Evolve IP VPN network;
 - (vi) the speed and capacity of your enterprise local area networks and servers you access;
 - (vii) the Optus mobile network signal strength and impact of radio or environmental interference
 - (viii) the use of dynamic routing protocols. When using dynamic routing protocols, intermittent service outages up to 5 minutes' duration can occur and these will not be treated as a fault on the Service.
- (c) Optus may, acting reasonably, terminate your WIP VPN Plus service at any time by written notice if it determines that it is not technically or operationally feasible, or commercially viable, to supply you with the WIP VPN Plus service at your Service Delivery Point. If requested by you, we will assist you to move to another service.

6. RELEVANT APPENDICES

Evolve Service and Outbound Voice Service Standard Pricing Table

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) unless inconsistent with the context.

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

Extranet means internetworking to enable information sharing between two organisations with a VPN service.

Extranet Connection means connection established via internetworking to enable information sharing between two organisations with a VPN service.

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

Sites means the location of your Premises to which the Service is provisioned;

SERVICE OPTION TERMS

Service Option: Optus Evolve MRS

This Service Option forms part of Optus' Evolve Service

The Evolve Service Description comprises the following Parts:

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

The Service Option Terms are separate terms applicable each of the Optus Evolve 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 MRS Service Option provides a managed router service for your Optus Evolve IPVPN network ("the Service").

2. SUPPLY, USAGE AND FUNCTIONALITY

2.1 Service Provision

(a) Related Service Options:

The Optus MRS Service must be acquired with the Optus Evolve IP VPN Service Option.

(b) The design of the Service is based on the information supplied by you in relation to your network characteristics including but not limited to; number of Active Channels, availability, response times, applications, bandwidth, flexibility, legacy migration, resiliency and fault tolerance as they exist at the date of the Agreement.

(c) Any further redesign of the Service may be subject to additional charges and/or changes to the Monthly Recurring Charges.

3. YOUR OBLIGATIONS AND REQUIREMENTS

3.1 You must ensure that only Optus Personnel are permitted access to any Optus Equipment being used at the Service Delivery Point as part of this Service, as third parties polling the Service Delivery Point may prevent the Fault Restoration Targets from being met.

4. SERVICE AVAILABILITY, FAULT REPORTING AND SERVICE REBATES

4.1 Service Availability

(a) Support and maintenance options for Metro sites are as follows:

(i) 24 hours per day, 7 days a week with a 4 hour on-Premises target; and

(ii) 8 hours per day, 5 days a week with a 4 hour on-Premises target.

(b) Optus shall use reasonable endeavours to provide on-Premises support and maintenance for Regional sites.

4.2 Service Feature:

The availability of additional service features for each Service Option is dependent on the Service Option you select. Each additional Service Features will incur a separate charge and must be nominated in your Application.

4.3 The service feature management types available for you to select from in your Application include:

- (a) Reactive - provides a monitoring and management service for Optus provided routers connected to the Optus Evolve IP VPN Service Option, but does not require Optus to proactively notify you if any fault is discovered; or
- (b) Proactive - provides a monitoring and management service for Optus provided routers connected to the Optus Evolve IP VPN Service Option, and Optus will notify you if any fault is discovered.

5. SPECIAL CONDITIONS

Read/write access of the Customer Edge Router is not permitted.

6. RELEVANT APPENDICES

Evolve Service and Outbound Voice Service Standard Pricing Table.

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) unless inconsistent with the context.

Active Channels means the total number of voice, non-voice channels and T.38 fax channels, as specified in the Application.

Customer Edge Router means your equipment that is managed by Optus and which is used by you to access the Service.

SERVICE OPTION TERMS

Service Option: Optus Evolve Voice

This Service Option forms part of Optus' Evolve Service

The Evolve Service Description comprises the following Parts:

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

The Service Option Terms are separate terms applicable to each of the Optus Evolve 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 Evolve Voice Service Option provides a direct dial telephone service connection from your Premises to the Public Switch Telephone Network elsewhere in Australia and the world. This Service Option enables the convergence of voice and data on your Optus Evolve IP VPN platform ("the Service")

2. SUPPLY, USAGE AND FUNCTIONALITY

2.1 Service Provision

(a) Related Service Options:

The Service must be acquired with the Optus Evolve IP VPN Service Option, and be supported by either the Optus Evolve MRS Service Option or the use of your own Customer Managed Router.

(b) Service Features

The Service will be provisioned with the features indicated on your Application which may include the following:

- (i) Direct in-dial line;
- (ii) Emergency Diversion;
- (iii) Preselection;
- (iv) Extension Level Billing;
- (v) Temporary Diversion;
- (vi) Number Only Diversion;
- (vii) Relocation Diversion;
- (viii) Dual Voice Trunk;
- (ix) Dual Exchange Homing;
- (x) CUBE
- (xi) SIP REFER
- (xii) CLI Overstamping

2.2 Service Implementation

- (a) You may select on your Application for the Service to be delivered in SIP Trunking format for connection to an IP PBX, or in a Primary Rate ("PRI") format for connection to a TDM PBX. If you select the SIP format you may choose an Optus managed router using the Optus Evolve MRS Service Option ("SIP MRS"), or you may provide your own Customer Managed Router ("SIP CMR").
 - (i) If you choose the SIP MRS option, then the Service Delivery Point is the Ethernet interface of the Optus Evolve MRS Service router
 - (ii) If you choose the SIP CMR option, then the Service Delivery Point is the Network Termination Unit port connecting to your router.
 - (iii) If you choose the PRI option, then the Service Delivery Point is the PRI interface of the Optus Evolve MRS Service router.
- (b) Optus will ensure that your Preselection choice is implemented as soon as possible. You will remain responsible for all calls made using the Service until Preselection for the Service is changed. Preselection is not available with a National Trunk Group.

3. YOUR OBLIGATIONS AND REQUIREMENTS

- 3.1 Your equipment must be labelled in accordance with ACMA's telecommunications labelling guidelines for connection to a general carrier Public Switch Telephone Network located here: www.acma.gov.au/labelling.
- 3.2 You are responsible for the connection between your IP PBX/TDM PBX and the Optus Evolve Voice Service Delivery Point.
- 3.3 You must configure your PBX in accordance with the settings and specifications listed in the Optus Evolve Voice Technical Description. If you do not configure your PBX correctly then calls may fail, service features may not operate correctly and/or installation delays may occur.
- 3.4 The Service may not be used for Transiting or Refiling domestic or international traffic without the prior written consent of Optus. Optus may withhold its consent to such use or make it subject to conditions in its absolute discretion.
- 3.5 Optus as a Carrier and Carriage Service Provider must comply with all relevant Industry Codes, Australian Standards and laws, including Industry Codes registered by the Australian Communications & Media Authority (ACMA). Optus has issued you with phone numbers for use with the Service for originating phone calls in Australia and for receiving phone calls. The use of these numbers is regulated by the ACMA and in particular via the CA C661:2020 Reducing Scam Calls Industry Code. This Code requires Optus to detect and block certain call types that may be associated with scam activity, including (i) (in relation to international switches) calls displaying Australian Geographic, Freephone and Local Rate, Premium Rate Numbers and Universal Toll Free as the A-Party Calling Line Identifier (CLI) information on internationally originated phone calls received by Optus; and (ii) (in relation to national switches) calls displaying Australian Freephone and Local Rate, Premium Rate Numbers and Universal Toll Free as the A-Party Calling Line Identifier (CLI) information on phone calls received by Optus. If you use an Optus provided number to make or receive a call that is not supported by the Service that call may be blocked.
- 3.6 If you require continuity of service in the event of a power outage, then you are responsible to ensure the backup power (e.g. an Uninterruptible Power Supply and/or battery back-up with operating batteries) for your own network is extended to cover the Optus NTU and Optus Evolve MRS service router.

- 3.7 For the avoidance of doubt, the Service will not continue to work, even for emergency (000) calls, if power is unavailable. You should ensure that you have alternative means (such as a mobile phone) to place emergency phone calls.
- 3.8 If you choose the SIP CMR option then you are responsible for the installation, configuration, management and ongoing support of the router. Optus may, acting in its absolute discretion and without incurring liability, advise you that the SIP CMR option is not available and that you must use the SIP MRS option.

4. SERVICE AVAILABILITY, FAULT REPORTING AND SERVICE REBATES

The Service Availability target for the Service is determined by the Access Method used to provision the Evolve IP VPN Service Option, as set out in your Application for that Service Option, and at section 5.1 (Table 1) of the Service Family Terms.

4.1 Customer Service Guarantee (CSG)

For the avoidance of doubt, Optus Evolve Voice is excluded from CSG eligibility pursuant to the *Telecommunications (Customer Service Guarantee) Standard 2011* (Cth).

5. SPECIAL CONDITIONS

5.1 Porting and Emergency Return

- (a) Porting shall be conducted in accordance with the LNP Code. You may Port your telephone number if it is declared portable only in accordance with the Porting requirements administered by a Regulator.
- (b) In order to Port your telephone number to Optus you must:
- (i) complete and sign the Optus Porting Authority Form (PAF) and the Optus Emergency Return Authority Form (ERAF);
 - (ii) agree to a Port cut-over time;
 - (iii) support Optus in booking your IP PBX/TDM PBX maintainer for the Port cut-over if requested;
 - (iv) provide Optus with authority for Optus to act as your agent in dealing with your nominated IP PBX/TDM PBX maintainer for the Port cut-over; and
 - (v) perform a site audit of the services to be Ported to Optus if requested.
- (c) The use of your existing service with a former service provider may be interrupted during the process of Porting your number to Optus. Optus recommends that you make arrangements to be returned to your current service provider in the event that difficulties are experienced during the Porting process ("**Emergency Return**").
- (d) Upon your signing of the Optus Emergency Return Authority Form (ERAF), Optus will negotiate and agree with your previous service provider regarding the service to be provided in the event an Emergency Return is required.
- (e) In the event of an Emergency Return, either to or from Optus or your previous service provider (as the case may be), an extended period of outage may occur prior to the Service being restored. Optus shall use reasonable endeavours to assist you in the event an Emergency Return is required, including providing notice to your previous service provider. For the avoidance of doubt, outages occurring during Emergency Return are Excluded Outages.

- (f) If the information provided to Optus as a result of a site audit of the services to be Ported is incorrect, your Port may fail or need to be rescheduled and an additional charge may apply.
- (g) Optus will require access to your Premises to Port your telephone number(s) to Optus. Failure to provide access to your Premises at agreed times or failure to provide sufficient notice to change an agreed time may result in:
 - (i) the Porting implementation not being completed within the agreed cut-over time; and
 - (ii) loss of the existing service.
- (h) If you wish to Port your telephone number from Optus to another service provider,
 - (i) you must contact that service provider; and
 - (ii) the Service will be terminated and the applicable Cancellation Fee may apply.

5.2 Emergency Diversion

- (a) The provision of the Emergency Diversion feature and the diversion of calls made to Divert From Number(s) at a site to more than one Divert To Number shall be at Optus' absolute discretion.
- (b) Optus may, in its absolute discretion, refuse to divert calls made to the Divert From Number if the Service is functioning or the conditions in sub-sections (i) or (ii) below do not apply:
 - (i) failure of any equipment or other facilities located beyond the Service Delivery Point of the Service; or
 - (ii) failure of the Optus Evolve IP VPN or Optus Evolve MRS Services.
- (c) You are responsible for:
 - (i) ensuring that all details set out in the Application or My Business relating to the Emergency Diversion feature are correct and that the Divert To Number is valid and operating; and
 - (ii) maintaining the security of your password required to commence or cease the diversion of calls.
- (d) Calls made to the Divert From Number will only be diverted to the Divert To Number after you call the number notified to you by Optus from time to time requesting the diversion and provide your password for screening.
- (e) You must call the number notified to you by Optus from time to time requesting that Optus cease the diversion of calls and provide your password for screening if the Service is functioning or the conditions in 5.2 (b)(i) or (ii) above cease to apply.
- (f) Optus does not guarantee that all features of the Service will be maintained during Emergency Diversion.

5.3 Telecommunications Numbering Plan

- (a) You will be required to utilise extension telephone numbers (as allocated by Optus or Ported into Optus) in accordance with the Telecommunications Numbering Plan.

Your numbers will be provisioned as elected by you on the Application. These numbers may be:

- (i) applicable to the charging district where your End Users making use of these numbers are located, or
 - (ii) applicable to a different charging district from where your End Users making use of these numbers are located.
 - (b) Should you elect to maintain numbers on the Service that are applicable to a different charging district then you should be aware:
 - (i) calls to/from the allocated numbers may be charged as if the End User was located within the relevant charging district of the allocated numbers; and
 - (ii) you may not be able to Port the numbers to another service provider.
- 5.4 You must provide current emergency contact information for each of your sites for the Integrated Public Number Database, and notify Optus if this contact information changes.
- 5.5 Call Override 14XX
- Call override (by dialling 14XX) to route calls via another carrier is not available with a National Trunk Group.
- 5.6 CLI Overstamping
- (a) CLI Overstamping will allow you to present a CLI for outgoing calls made via the Service which represents a public telephone number (for example a mobile telephone number) that is not part of the number range(s) issued for use with the Service (**CLI Overstamping**).
 - (b) The public telephone numbers to be used for CLI Overstamping (**Listed CLIs**) will be specified by you on the Application Form. The Listed CLIs can be Australian geographic or mobile numbers but cannot be 13/1300/1800 numbers.
 - (c) You agree that you are a Rights of Use Holder, as per the *C566:2005 Rights of Use of Numbers Industry Code* issued by the Communications Alliance, for all the Listed CLIs.
 - (d) You agree that you will engage Optus as the carriage service provider for all the Listed CLIs, and that if you seek to port any of the Listed CLIs to another carriage service provider you will first request Optus at least 5 business days in advance to remove that public telephone number from the specified Listed CLIs before you initiate a request to port that public telephone number.
 - (e) If you use a mobile telephone number as a Listed CLI for CLI Overstamping, you agree that you will not use that mobile telephone number to originate calls from any service other than from the Optus Evolve Voice service.
 - (f) CLI Overstamping requires the public telephone numbers issued to the Service (and hence the CLIs they present) to be manipulated ("**CLI Manipulation**"), by you or Optus, so that the Listed CLI(s) are presented when an outgoing call is made.
 - (g) If you elect on the Application Form that CLI Manipulation is to be performed by you:
 - (i) Optus agrees to configure the applicable Service such that the applicable Listed CLI(s) sent from your PBX will be used for display as the calling number to the receiver of the call.

- (ii) You can make calls on each Service using any of the Listed CLI(s) and the Listed CLI(s) will be used for display as the calling number to the receiver of the call.
- (h) If you elect on the Application Form that CLI Manipulation is to be performed by Optus:
 - (i) Optus agrees to configure the applicable Service using CLI Manipulation such that all calls originated from the Service will present a single Listed CLI
 - (ii) This single Listed CLI will be used for display as the calling number to the receiver of the call.
- (i) CLI Overstamping using a mobile telephone number as the Listed CLI cannot be used to support calls to emergency services (i.e. calls to 000, 106 and 112) or 13/1300/1800 numbers in order to prevent incorrect location details from being provided to the called party. If you originate a call to emergency services number (i.e. calls to 000, 106 or 112) or 13/1300/1800 numbers using a service with a Listed CLI which is a mobile telephone number then Optus will ignore the CLI Overstamping and will display the original public telephone number issued for use with the service to the receiver of the call.
- (j) CLI Overstamped calls will be billed against the Optus Evolve Voice service under the Overstamped CLI, or billed against the public telephone number of the Optus Evolve Voice Service. Calls using a mobile telephone number as the Overstamped CLI may be billed at National call rates for calls to Australian geographic numbers. Extension Level Billing using the fixed extension number of each originating handset is not possible when using Overstamped CLIs.

6. RELEVANT APPENDICES

Evolve Service and Outbound Voice Service Standard Pricing Table.

7. DEFINITIONS

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

Customer Managed Router means a router supplied and managed by you for use with the Service;

CUBE is an optional feature that provides selected functionality of the Cisco Unified Border Element, and allows your Cisco IP PBX to be connected to the Evolve Voice service in a more simplified manner. Refer to the Optus Evolve Voice Technical Description for details of available functionality.

Direct In-dial means a PBX extension dialled directly from the PSTN without being manually routed through your PBX. The charge for assigned numbers is the same whether the numbers are in use or not.

Divert From Number means the telephone number you have requested to divert calls from pursuant to the Emergency Diversion, Temporary Diversion or Number Only Diversion features as set out in the Application or subsequently notified by you in writing to Optus.

Divert To Number means the telephone number you have requested to divert calls to pursuant to the Emergency Diversion, Temporary Diversion or Number Only Diversion features as set out in the Application or subsequently notified by you in writing to Optus.

Dual Exchange Homing means where the Active Channels for use by users at a particular site are delivered via two Optus Evolve Voice services, each with its own individual access in

order to provide a greater level of resilience. Each Optus Evolve Voice service is connected to a different voice switch in an Optus exchange.

Dual Voice Trunk means where the Active Channels for use by users at a particular site are delivered via two Optus Evolve Voice services, each with its own individual access in order to provide a greater level of resilience. Both Optus Evolve Voice services are connected to the same voice switch in an Optus exchange.

Emergency Diversion is an optional feature that allows you to divert calls to a Divert To Number, in the event of:

- (a) a failure of any equipment or other facilities located beyond the Service Delivery Point of your Service; or
- (b) a failure of the Optus Network which causes a failure in the Service.

Emergency Return means an arrangement with your current service provider that allows you to returned to your current service provider in the event that difficulties are experienced during the Porting process to a new service provider.

Extension Level Billing allows you to have your Evolve Voice bills split by extension number. In the course of providing Extension Level Billing Optus may change the Calling Line Indicator (CLI) sent from your phone to the Optus Network from the CLI of another carrier (if applicable) to Optus' CLI for that number.

Integrated Public Number Database(IPND) is an industry-wide database containing all listed and unlisted public telephone numbers and associated information. It is a critical source of information for emergency and law enforcement purposes.

PBX means private branch exchange equipment supplied and managed by you and used to connect customer telephone extensions to the PSTN.

LNP Code means the regulations for Local Number Portability as defined in Industry Code ACIF C540.

National Trunk Group means a Service that has extension telephone numbers allocated that are applicable to charging districts in two or more Australian states or territories.

Network Termination Unit or NTU means the network termination unit which contains the Service Delivery Point.

Optus Evolve IP VPN means the Evolve IP VPN Service Option as described in the applicable Service Option Terms;

Number Only Diversion allows incoming calls to a service number (or service number range) to be diverted to a Divert To Number, where a call between the two Divert From Number and Divert To Number is billed as a Local Call, a National Long Distance Call or a Fixed to mobile call depending on the Divert to Number. A physical Access Line is not required for a Number Only Diversion.

Optus Evolve MRS means the Evolve MRS Service Option as described in the applicable Service Option Terms;

Optus Evolve Voice Technical Description means the Optus document OM.37683 describing the technical specification and requirements of the Evolve Voice service, available from Optus on request.

Porting and Port means the transfer of telephone numbers between Optus and another service provider;

Preselection functionality allows you to choose alternative carriage service providers for National Long Distance Calls and calls to mobiles made over the Service;

Primary Rate (PRI) means primary rate interface as that term is defined in the European Telecommunications Standards Institute TS38;

Public Switch Telephone Network means the aggregation of carrier networks which provide telephone service from your premises to elsewhere in Australia and the world;

Refiling is the practice of substituting a new calling line identity (CLI) for a call, particularly for calls that have originated in an overseas country.

Relocation Diversion allows incoming calls to a service number range in one Standard Zone Unit (SZU) to be diverted to a corresponding service number range in an adjacent Evolve Voice SZU.

SIP means a signalling communication protocol used for controlling communication sessions such as voice over IP;

SIP REFER is a method that can be used by you to transfer an established call to an external destination via your Evolve Voice service. The destination can be another application server, a conference server, or another party through call transfer.

SIP Trunking means a voice over IP protocol used to deliver telephone services via an IP PBX;

Standard Zone Unit (SZU) is as defined in the Telecommunications Numbering Plan 1997.

TDM means time division multiplexing;

Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997 (as amended) made under subsection 455(1) of the Telecommunications Act 1997.

Temporary Diversion allows incoming calls to a service number (or service number range) to be diverted to a Divert To Number for a temporary period of up to one year.

Transiting is routing call traffic from one country to another via an intermediate country, in order to take advantage of differences in call rates between the countries.

SERVICE OPTION TERMS

Service Option: Optus Evolve DirectLine

This Service Option forms part of Optus' Evolve Service

The Evolve Service Description comprises the following Parts:

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

The Service Option Terms are separate terms applicable to each of the Optus Evolve 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 Evolve Direct Line Service Option is a direct dial analogue service connecting analogue telephone equipment or a compatible PBX or key system at your Premises to the Public Switch Telephone Network (PSTN) elsewhere in Australia and the world ("the Service").

2. SUPPLY, USAGE AND FUNCTIONALITY

2.1 Service Provision

(a) Related Service Options:

None

(b) Service Features:

The Service will be provisioned with the features indicated on your Application, which may include the following:

- (i) Call Forwarding
- (ii) Conference Calling
- (iii) Voicemail
- (iv) HotLine
- (v) Preselection

(c) Minimum Service requirements

The Service will be provisioned with a minimum of 4 lines/site, unless otherwise agreed by Optus and specified in the Application

2.2 Service Implementation

Optus will ensure that your Preselection choice is implemented as soon as possible. You will remain responsible for all calls made using the Service until Preselection for your Service is changed.

2.3 Service Charges

- (a) Section 4.1(d) (Billing Grace Period) of the Service Family Terms does not apply to this Service Option.
- (b) Once the Service is provisioned, if you have elected to port your existing telephone numbers to the Service, then a Voice Billing Grace Period will apply for a maximum of two (2) months. This will allow you to schedule an appropriate time and day for the port to occur. Optus reserves the right to commence billing for the Service either after the port is completed, you commence using the Service or after the Voice Billing Grace Period whichever comes first. Where a delay to the completion of the porting was caused by Optus' act or omission, Optus will extend the Voice Billing Grace Period for the associated delay.

3. YOUR OBLIGATIONS AND REQUIREMENTS

- 3.1 Your connected devices must conform to AS/ACIF standards S002 and S004.
- 3.2 Your equipment must be labelled in accordance with ACMA's telecommunications labelling guidelines for connection to a general carrier Public Switch Telephone Network located here: www.acma.gov.au/labelling.
- 3.3 The Service may not be used for Transiting or Refiling domestic or international traffic without the prior written consent of Optus. Optus may withhold its consent to such use or make it subject to conditions in its absolute discretion.
- 3.4 If you require continuity of service in the event of a power outage then you are responsible to ensure the backup power (e.g. an Uninterruptible Power Supply and/or battery back-up with operating batteries) for your own network is extended to cover the applicable NTU.
- 3.5 For the avoidance of doubt the Service will not continue to work, even for emergency (000) calls, if power is unavailable. You should ensure that you have alternative means (such as a mobile phone) to place emergency phone calls.

4. SERVICE AVAILABILITY, FAULT REPORTING AND SERVICE REBATES

- 4.1 The Service Availability targets and the Fault Restoration Targets set out in the Service Family Terms do not apply to the Service.
- 4.2 Optus will endeavour to respond to and resolve Service Outages in relation to the Service in accordance with the following targets, which are measured from the time that the fault is reported to Optus. Time to respond to fault lodging is 30 minutes, unless stated otherwise in your Application:
 - (a) Target time for restoration of 80% of faults is as follows:
 - (i) 4 hours for an Optus Evolve DirectLine service in a Metro area;
 - (ii) 6 hours for an Optus Evolve DirectLine service outside a Metro area using EoSDH; and
 - (iii) 12 hours for an Optus Evolve DirectLine service outside a Metro area using EoNBN or Access CE;
- 4.3 Customer Service Guarantee (CSG)

For the avoidance of doubt, Optus Evolve DirectLine is excluded from CSG eligibility pursuant to the *Telecommunications (Customer Service Guarantee) Standard 2011* (Cth).

5. SPECIAL CONDITIONS

5.1 Porting

- (a) Porting shall be conducted in accordance with the LNP Code. You may Port your telephone number if it is declared portable only in accordance with the Porting requirements administered by a Regulator.
- (b) In order to Port your telephone number to Optus you must:
 - (i) complete and sign the Optus Porting Authority Form (PAF) and the Optus Emergency Return Authority Form (ERAF);
 - (ii) agree to a Port cut-over time;
 - (iii) support Optus in booking your IP PBX/TDM PBX maintainer for the Port cut-over if requested;
 - (iv) provide Optus with authority for Optus to act as your agent in dealing with your nominated IP PBX/TDM PBX maintainer for the Port cut-over; and
 - (v) perform a site audit of the services to be Ported to Optus if requested.
- (c) The use of your existing service with a former service provider may be interrupted during the process of Porting your number to Optus. Optus recommends that you make arrangements to be returned to your current service provider in the event that difficulties are experienced during the Porting process ("**Emergency Return**").
- (d) Upon your signing of the Optus Emergency Return Authority Form (ERAF), Optus will negotiate and agree with your previous service provider regarding the service to be provided in the event an Emergency Return is required.
- (e) In the event of an Emergency Return, either to or from Optus or your previous service provider (as the case may be), an extended period of outage may occur prior to the Service being restored. Optus shall use reasonable endeavours to assist you in the event an Emergency Return is required, including providing notice to your previous service provider. For the avoidance of doubt, outages occurring during Emergency Return are Excluded Outages.
- (f) If the information provided to Optus as a result of a site audit of the services to be Ported is incorrect, your Port may fail or need to be rescheduled and an additional charge may apply.
- (g) Optus will require access to your Premises to Port your telephone number(s) to Optus. Failure to provide access to your Premises at agreed times or failure to provide sufficient notice to change an agreed time may result in:
 - (i) the Porting implementation not being completed within the agreed cut-over time; and
 - (ii) loss of the existing service.
- (h) If you wish to Port your telephone number from Optus to another service provider,
 - (i) you must contact that service provider.
 - (ii) the Service will be terminated and the applicable Cancellation Fee may apply.

- 5.2 You must provide current emergency contact information for each of your Premises for the Integrated Public Number Database, and notify Optus if this contact information changes.

6. RELEVANT APPENDICES

Evolve Service and Outbound Voice Service Standard Pricing Table.

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) unless inconsistent with the context.

Call Forwarding enables calls to a service line with this feature to be routed to a destination programmed by you.

Conference Calls of up to 6 conferees can be established provided that you have the requisite equipment.

Hotline provides an automatic connection to a pre-determined call destination which has been programmed into the exchange by Optus on your instructions.

Integrated Public Number Database is an industry-wide database containing all listed and unlisted public telephone numbers and associated information. It is a critical source of information for emergency and law enforcement purposes.

LNP Code means the regulations for Local Number Portability as defined in Industry Code ACIF C540.

Porting and Port means the transfer of Service Numbers between Optus and another service provider.

Network Termination Unit or NTU means the network termination unit which contains the Service Delivery Point.

Preselection functionality allows you to choose alternative carriage service providers for Long Distance Calls and calls to mobiles made over your Optus Evolve Voice service.

Public Switch Telephone Network means the aggregation of carrier networks which provide telephone service from your premises to elsewhere in Australia and the world

Transiting is routing call traffic from one country to another via an intermediate country, in order to take advantage of differences in call rates between the countries.

Refiling is the practice of substituting a new calling line identity (CLI) for a call, particularly for calls that have originated in an overseas country.

Voicemail enables Optus Evolve Direct Line services to answer incoming calls with a customised recorded announcement and allows callers to leave voice messages. The Optus Evolve Direct Line user can then retrieve these messages

SERVICE OPTION TERMS

Service Option: Optus Evolve Internet

This Service Option forms part of Optus' Evolve Service

The Evolve Service Description comprises the following Parts:

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

The Service Option Terms are separate terms applicable to each of the Optus Evolve 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 Evolve Internet Service Option is an Internet service designed for business use and delivered via multiple access options including Fibre, and the NBN Network utilising Ethernet termination at the Service Delivery Point on your Premises ("the Service").

1.1 The Optus Evolve Internet Service Options can be supplied as:

- (a) A standard Evolve Internet service which is an enterprise grade Internet Service; or
- (b) Unlimited Internet which is a simplified business grade Internet Service offered on limited access options, with availability up to 99.90% and on the Basic SLA for Service Degradation Restoration as per 5.1 (d) and 6 (c) (ii) in the Service Family Terms.

1.2 Associated Services:

- (a) **Optus Evolve Internet DDoS:** this service is a network based solution that collects flow records from routers to detect network attacks. Based on these flow records, the system builds a base profile of the network which is then used for anomaly detection and threat mitigation. Subject to completing an Application for this Associated Service, you may elect to receive either a Silver or Gold DDoS Service, priced according to a per megabyte rate dependant on the bandwidth of the Optus Evolve Internet Service.

2. SUPPLY, USAGE AND FUNCTIONALITY

2.1 Service Provision

- (a) Related Service Options:
None

- (b) Access Methods

The following Access Methods are available with the Service:

- (i) On-net fibre access (Access_CE, E2B, E2D, EoSDH, EoDF);
- (ii) Extended fibre access (EoAmcom, EoTWEA_F, EoMLLe, EoSDH-ICON)
- (iii) Extended NBN access (EoNBN, EoNBN EE);
- (iv) Satellite access (EoSatellite); and

2.2 Service Charges

Usage charges will be billed according to one of the following methods:

- (a) 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).
- (b) Flat Rate: a flat fee invoiced monthly in advance, inclusive of all usage both upload and download.
- (c) Usage: a flat fee invoiced monthly in advance and a rate per megabyte charged monthly in arrears.
- (d) 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).
- (e) 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).

2.3 Prior to the delivery of your Optus Evolve Internet service, Optus shall advise you of the relevant Customer Test Notification Date. A Billing Grace Period of 2 Business Days will apply, allowing you to conduct service readiness tests. Optus reserves the right to commence billing for the Service on the 3rd 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 to 4 Business Days from the original Customer Test Notification Date.

2.4 In the event that provisioning is delayed due to you not taking all reasonable steps in supporting the provisioning of an Individual Optus Evolve 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 after a Billing Grace Period of 2 Business Days and prior to the activation of the Individual Service and you agree to pay such charges

3. YOUR OBLIGATIONS AND REQUIREMENTS

3.1 You must:

- (a) provide Optus with all routing information Optus deems necessary for it to provide and maintain the Service (including Domain Name Server) entries;
- (b) ensure that Optus is provided with notification of any changes to that routing information;
- (c) provide any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service;
- (d) provide accurate details of the prefix list you intend to advertise via BGP routing; and
- (e) provide 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) – (e) 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

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 5.1 (Table 1) of the Service Family Terms including 5.1 (d) and 6 (c) (ii) for the Unlimited Internet Service Option.

5. SPECIAL CONDITIONS

5.1 Domain Name Registration

- (a) As a feature of the Service, Optus will register a single domain name with a recognised Internet naming authority on your behalf. This service provides for a limited number of failed attempts and, upon registration, includes table update and initial delegation of the new domain name.
- (b) It is your responsibility to ensure that the domain name does not infringe any other person's Intellectual Property Rights.

6. RELEVANT APPENDICES

Evolve Service and Outbound Voice Service Standard Pricing Table.

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.

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.

Silver DDOS Service means a reactive solution with direct access to the Optus IP service desk.

SERVICE OPTION TERMS

Service Option: Optus Evolve Ethernet WAN

This Service Option forms part of Optus' Evolve Service

The Evolve Service Description comprises the following Parts:

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

The Service Option Terms are separate terms applicable to each of the Optus Evolve 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 Evolve Ethernet WAN Service Option connects two or more sites using permanent Ethernet based connections from the Service Delivery Point to the Optus Network ("the Service").

2. SUPPLY, USAGE AND FUNCTIONALITY

2.1 Service Provision

- (a) Related Service Options

None

- (b) Access Methods

The following Access Methods are available with the Service:

- (i) On-net fibre access (Access_CE, E2B, E2D, EoSDH, EoDF);
- (ii) Extended fibre access (EoAmcom, EoTWEA_F, EoMLLe, EoSDH_ICON);
- (iii) Extended NBN access (EoNBN, EoNBN EE); and

2.2 Service Charges

- (a) A secondary Access Connection for the Service provides you with a backup connection that can only be used if either;

- (i) the primary Access Connection fails or
- (ii) you need to provide service to a disaster recovery location.

Charges for secondary Access Connections are set out in the Standard Pricing Table. Any secondary Access Connection used as a primary access link or for load balancing customer IP traffic will be charged at primary service rates. In the event that use of the secondary access link to carry customer traffic does not cease immediately upon re-establishment of core network connectivity, Optus reserves the right to charge you primary service rates for the secondary service for the remainder of the Committed Term.

3. SERVICE AVAILABILITY, FAULT REPORTING AND SERVICE REBATES

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 5.1 (Table 1) of the Service Family Terms.

4. RELEVANT APPENDICES

Evolve Service and Outbound Voice Service Standard Pricing Table.

5. 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) unless inconsistent with the context.

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