

SERVICE DESCRIPTION: Optus Dark Fibre

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

SERVICE TERMS: Optus Dark Fibre

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

1. SERVICE

1.1 Service Description

The Optus Dark Fibre Service covers the supply of one or several unlit strands of optical fibre to which the customer can attach their own optical equipment.

1.2 Optus Group Company

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

2. COMMITTED TERM

As set out in your Application.

3. SUPPLY, USAGE AND FUNCTIONALITY

3.1 Service Provision

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

3.2 Service Implementation

- (a) Fibres provided under an Optus Dark Fibre service are terminated on a fibre termination panel (FTP) installed at the Customer premises, or at the carrier demarcation frame in a Data Centre. The fibres will be terminated with an optical connector. These connectors can connect the fibres to the Customer's equipment via an optical patch lead.
- (b) The Installation Charges do not cover cabling on the Customer Site. Any costs incurred for cabling on the Customer Site, including the riser in a multi-storied building may be invoiced to the Customer on a fee for service basis.

- (c) The Customer is responsible for the maintenance and restoration of cabling on the Customer Site, and any fault restoration services carried out by Optus concerning that cabling may be on a fee for service basis.
- (d) The Customer is responsible for providing the optical patch leads between the Optus Dark Fibre connectors on the FTP or carrier demarcation frame and the Customer Equipment, and for connecting the lead between these two points.
- (e) Optus may reconfigure the fibre for necessary civil works or network enhancements at any time without adjusting the charges. You acknowledge and agree that in such instance:
 - (i) Optus may require access to your Premises; and
 - (ii) an Excluded Outage may occur.

3.3 Cancellation Fee

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

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

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

3.4 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:
 - (iii) the committed monthly spend for the Services or Individual Service (as applicable); or
 - (iv) 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. SERVICE AVAILABILITY, FAULT REPORTING AND SERVICE REBATES

4.1 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) Optus will use reasonable endeavours to meet the Service Availability targets set out in the table below, but does not warrant, represent or guarantee the targets will be met.

Table 1: Service Availability Target

Service	Service Availability Target
Optus Dark Fibre	99.95% over any month

4.2 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) Fault Restoration Targets are measured from the time that the Fault is either reported to Optus pursuant to clause 4.2(a), or Optus becomes aware of the Fault.
- (d) Time to respond to Fault lodging is 30 minutes for Service Outages and 6 hours for Service Degradation, unless stated otherwise within this Service Description.
- (e) The Fault Restoration Targets for restoration of Faults are as follows:

Table 2: Fault Restoration Targets

	Metro	Regional
Service Outage	8 hours	12 hours
Service Degradation	12 hours	24 hours
Faults caused by cuts to optical fibre cable other than Optus employees or assigned contractors	Force Majeure conditions apply and Optus will use “best efforts” to restore	

- (f) 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.
- (g) Where Optus determines that the Fault is a Service Outage, Optus will use reasonable endeavours to restore the Service in accordance with the Fault Restoration Targets. The Fault will be rectified when Optus notifies you that the Service Outage has been resolved. Optus may notify you via telephone call, voice message, e-mail or text message.

5. OPTUS' OBLIGATIONS AND REQUIREMENTS

- 5.1 Optus is entitled to conduct Routine Maintenance without prior notice to you, in accordance with the following conditions:
 - (a) Optus requires outage windows to be available for Routine Maintenance from 2am to 6am every Monday morning, to be used at the discretion of Optus (“Outage Windows”);
 - (b) the target maximum impact to the Service during each Outage Window if used for Routine Maintenance is 10 minutes; and
 - (c) the maximum total outage to you due to Routine Maintenance conducted during Outage Windows for any calendar month is targeted to be no more than 30 minutes.

6. YOUR OBLIGATIONS AND REQUIREMENTS

- 6.1 In using the Service, you must comply with any rules imposed by any third party whose Content or services you access using the Service or whose network your data traverses.

7. RELEVANT APPENDICES

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

8. DEFINITIONS

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

Acceptable Use Policy means Optus' Appendix HH – Optus Business Acceptable Use Policy As may be amended from time to time available at:

<https://www.optus.com.au/dafiles/OCA/AboutOptus/LegalAndRegulatory/SharedStaticFiles/SharedDocuments/AppHH.doc>

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

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

Critical Fault in relation to an Individual Service means total loss of a non-redundant service element or error rate that renders the Service unusable, or any Fault which poses a hazard to the safety of your or Optus' employees or contractors or the public in general.

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

Customer Site means anything beyond the Service Delivery Point on a customer premises or data centre.

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

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

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.

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).

Major Fault in relation to an Individual Service means:

- (a) partial loss of a service element component, with traffic re-routed to a redundant link; or
- (b) reduction in link traffic carrying capacity (degradation), service still useable though impaired.

Minor Fault means:

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

Metro means:

- (a) an area within the following distance from the GPO of the relevant Australian capital city:
 - (i) Brisbane – 25kms
 - (ii) Sydney – 50kms
 - (iii) Adelaide – 25kms
 - (iv) Perth – 30kms
 - (v) Canberra – 15kms
 - (vi) Melbourne – 50kms
 - (vii) Darwin – 5kms

(viii) Hobart – 5kms

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

Regional means areas that are outside of the Metro area.

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

Service Description means the Service Terms applicable to the Optus Dark Fibre 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 Customer Equipment.

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.