

# DARK FIBRE SERVICE SCHEDULE

This Service Schedule applies between Vocus (**we**, **us**, **our**) and the Customer (**you**, **your**) for the supply of Dark Fibre Services.

#### 1. Definitions

Capitalised terms in this Service Schedule not otherwise defined here have the meaning given in the Standard Terms and Conditions.

**Circuit** means the dark fibre circuit(s) between two End Points as configured and described in the Dark Fibre service order.

**End Point** means a point on a Vocus fibre termination panel located at premises specified in a service order.

**Standard Terms and Conditions** means the Standard Terms and Conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable service order from time to time, available on the Vocus website at <a href="https://www.vocus.com.au/legal-contracts">https://www.vocus.com.au/legal-contracts</a>.

**Vocus SLA** means Vocus' service level agreement which can be found at <a href="https://www.vocus.com.au/legal-contracts">https://www.vocus.com.au/legal-contracts</a>, as amended from time to time.

#### 2. Supply of Dark Fibre Services

We will provide you and you will use the Dark Fibre Services in accordance with:

- (a) the terms of the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties:
- (b) this Service Schedule and Vocus SLA;
- (c) any applicable service orders, and
- (d) all applicable laws.

#### 3. Exclusive Licence

- 3.1. We grant you an exclusive licence to use the Circuits.
- 3.2. You acknowledge that the Circuits are isolated from our management environment and that the Dark Fibre Services are not managed by us.

#### 4. Relocation

We may relocate any Circuit by giving you 30 days' written notice. We will use reasonable endeavours during the relocation to minimise any disruption to or non-availability of the Dark Fibre Services.

### 5. Service Delivery and Acceptance

- 5.1. We will use reasonable endeavours to provision you the Dark Fibre Services within the service delivery targets in the Vocus SLA.
- 5.2. We will submit the Dark Fibre Service for standard acceptance testing and ensure that the Dark Fibre Service meets the standards in Annexure 1. We will notify you once this acceptance testing is complete.

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### 6. Equipment

You can connect any optical transmission equipment to the Circuits provided it complies with applicable ACMA standards.

#### 7. No On-Sale

- 7.1. You must not resell transmission capacity (including but not limited to VLANs, wavelengths or Ethernet) using the Dark Fibre Services, unless:
  - (a) you resell transmission capacity bundled with additional products of your own; or
  - (b) you resell all of the Dark Fibre Services under a single service order to a single corporate customer.
- 7.2. You may use the Dark Fibre Services for connectivity within your own network.

### 8. Superior Rights

The terms of the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties, and this Service Schedule, are subject to the terms and conditions of any facilities access agreements, leases or licences allowing us access to facilities involved in providing the Dark Fibre Services.

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### APPENDIX ACCEPTANCE TEST STANDARD

### Maximum acceptable insertion loss

# **Component power loss**

Component and wavelength	Maximum acceptable insertion loss
Mated connector @ 1310 nm, 1550 nm and 1625 nm	0.75 dB
Splice @ 1310 nm, 1550 nm and 1625 nm	Average of 0.1 dB across link with no individual splice >0.15 dB
SMF	
@ 1310 nm	0.4 dB/km
@ 1550 nm	0.3 dB/km
@ 1625 nm	0.35 dB/km

# **Cable specifications**

All Vocus Network Cable conforms to ITU-T G.652 Table D and ITU-T G.657.

Cladding diameter	125.0 ± 1 µm
Cladding non-circularity	2%
Core/cladding concentric error	≤ 0.8 µm
Macrobending loss @ 1625 nm, 100 turns, 30 mm radius	0.10 dB
PMDQ	0.5 ps/√km

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