

## FIBRE ACCESS SERVICE & CONSTRUCTION SCHEDULE

### 1. DEFINITIONS

Defined terms in the Master Services Agreement have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**Acceptance of Completion** has the meaning given in clause 4.6.

**Authorisation** means any approval, consent, exemption, filing, licence or waiver, however described, required by any government agency and any renewal or variation of any of them.

**Completion** means the date the Customer provides Vocus with a notice to Acceptance of Completion of the Works.

**Customer** means the Customer described in the Fibre Access Service Order and any of its Personnel.

**Customer's Requirement** means any site management documents including site induction requirements, safety management plans, environmental management plans and heritage management plans applicable to the Property and provided by the Customer to Vocus prior to the Works commencing, as updated by notice from the Customer to Vocus from time to time.

**Dark Fibre Services** means the provision of Fibre Pairs as specified in a relevant Fibre Access Service Order.

**Design Documents** means all design drawings and reports relating to the Works, including, where relevant, specifications, models, calculations, material test results, drawings and models, calculations and reports created to undertake the Works.

**End Point** means a point on a Vocus fibre termination panel located at premises specified in a Fibre Access Service Order.

**Fibre Access Service Order** means the Service Order for the Works and the Dark Fibre Services signed by the parties and includes any variation or replacement.

**Fibre Pairs** means the dark fibre pairs between two End Points as configured and described in the Fibre Access Service Order.

**Low Impact Facility** has the meaning given to it by the *Telecommunications (Low-impact Facilities) Determination 2018* (Cth).

**Master Services Agreement** means the master services agreement 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.

**Network Tails** means optic fibre infrastructure connecting the Vocus Existing Fibre Infrastructure and the Customer's Property and includes any Telecommunications Equipment.

**Personnel** means in respect of a party, its employees, servants, contractors and agents.

**Property** means the property described in the Fibre Access Service Order and includes the land and Customer's fixtures, buildings and or chattels.

**Subcontractor** has the meaning given in clause 9.

**Target Date for Completion** means the target date for completion of the Works set out in the Fibre Access Service Order.

**Telecommunications Equipment** means any equipment owned or used by Vocus that is located or installed on the Property.

**Term** means the period of time specified the Fibre Access Service Order.

**Vocus Existing Fibre Infrastructure** means the Vocus infrastructure in existence as at the execution of the Fibre Access Service Order.

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

**Works** means the works by Vocus to design and construct the Network Tails outlined in the Fibre Access Service Order.

### 2. SCOPE

This Fibre Access Service Schedule is for:

- (a) Works by Vocus to construct Network Tails; and
- (b) supply by Vocus of Dark Fibre Services to the Customer.

### 3. MASTER SERVICES AGREEMENT APPLIES

- (a) This Fibre Access Service Schedule is subject to the Master Services Agreement between Vocus and the Customer.
- (b) If the Customer provides terms and conditions to Vocus in respect of the Works or the Dark Fibre Services, those terms and conditions will have no

legal effect and will not comprise any part of the agreement between the Customer and Vocus in respect of the Works or the Dark Fibre Services.

#### 4. WORKS FOR BUILD OF NETWORK TAILS

##### 4.1 Works

Vocus must:

- (a) design the Network Tails;
- (b) carry out the Works in accordance with the Design Documents agreed pursuant to clause 4.4;
- (c) connect the Network Tails to the Vocus Existing Fibre infrastructure; and
- (d) use its best endeavours to achieve Completion of the Works by the Target Date for Completion.

##### 4.2 Vocus obligations

Vocus must ensure that:

- (a) the Works are performed in accordance with all applicable laws and regulations, with due care and skill ordinarily expected by a person undertaking similar works and otherwise in accordance with industry practice and by Personnel or Subcontractors (if applicable) with adequate skill, qualifications and background to perform the Works;
- (b) without limiting its obligations pursuant to clause 4.1(d), it submits to the Customer a safety plan or participates in consultation with the Customer and/or its nominees and if necessary develops, implements and maintains a safe system of work and or procedure(s) that minimises Personnel's exposure to potential hazards or risks when performing the Works. The parties agree that if a safe system of work and or procedure(s) is developed and implemented that this is binding on Vocus and the Customer;
- (c) to the extent possible, the Property is restored to the condition it was on the date immediately prior commencement of the Works, including removing any debris or rubbish caused by the Works or installation of the Network Tails and making good any damage; and
- (d) its Personnel or Subcontractors:
  - (i) carry out the Works in accordance with the Fibre Access Service Order;
  - (ii) whilst on the Property, comply with:

- (A) all reasonable directions given by the Customer or the Customer's Personnel;
  - (B) security or access requirements notified by the Customer from time to time in writing;
  - (C) requirements for work health and safety developed in accordance with clause 4.1(b) of these terms;
  - (D) environmental management requirements (if any) notified by the Customer from time to time in writing; and
  - (E) all reasonable Customer Requirements; and
- (iii) comply with all Authorisations required to perform the Works.

##### 4.3 Customer obligations

- (a) The Customer warrants that it has full legal capacity and rights to deal or enter into arrangements that deal with its interest or rights in the Property including entering into these terms and the Fibre Access Service Order so as to give it full force and legal effect according to its terms.
- (b) Subject to Vocus complying with the Customer's Requirements, the Customer must:
  - (i) provide Vocus, its Personnel and Subcontractors with sufficient access to the Property to enable it to complete the Works, and all assistance and information reasonably requested by Vocus, its Personnel and Subcontractors in order to enable Vocus to comply with its obligations under these terms;
  - (ii) prior to the commencement of the Works on the Property notify Vocus of any particular risks or issues with the Property that Vocus may need to be aware of to protect and minimise the risk of the health and safety its Personnel; and
  - (iii) except where the Fibre Access Service Order specifies that Vocus must obtain a particular Authorisation, obtain all necessary Authorisations required for Vocus to perform the Works.

#### 4.4 Design

The parties agree that that Vocus must provide the Design Documents to the Customer prior to commencing the Works and the following process will apply:

- (a) within 10 Business Days of receipt of the Design Documents, the Customer must deliver to Vocus:
  - (i) a notice in writing accepting the Design Documents; or
  - (ii) a notice in writing rejecting or giving conditional acceptance of the Design Documents, where such notice must be accompanied by sufficiently detailed reasons setting out why the Design Documents is not acceptable and, where reasonable or appropriate to do so, suggesting alternate design solutions;
- (b) the Customer may, in its absolute discretion consent to works commencing before unconditional acceptance of the Design Documents has been provided by the Customer; and
- (c) if the Customer delivers to Vocus a notice in writing rejecting the Design Documents, Vocus must re-submit the Design Documents, taking into account the reasons given in the relevant notice, in which case this clause 4.4 will apply again in relation to the re-submitted Design Documents.

#### 4.5 Extension of Time

Vocus will be entitled to an extension of time within which to complete the Works where a delay is caused by:

- (a) a failure by the Customer to comply with its obligations under this Service Schedule; or
- (b) a Force Majeure Event.

#### 4.6 Completion

- (a) When Vocus considers that the Works are complete it will issue to the Customer a written notice (**Notice of Completion**).
- (b) Within 20 Business Days of receipt of the Notice of Completion, the Customer must deliver to Vocus:
  - (i) a notice in writing accepting the Completion of the Works (**Acceptance of Completion**); or
  - (ii) a notice in writing specifying that

it is not satisfied that the relevant Works have been completed in accordance with this Service Schedule, which notice must indicate:

- (A) the particular aspect of the Works with which it is not satisfied; and
  - (B) the reason(s), including full particulars, why it is not so satisfied.
- (c) If the Customer delivers to Vocus a notice in writing pursuant to clause (b)(ii), Vocus must take into account the reasons given in the relevant notice and undertake any reasonable further works to resolve the aspects of the Works with which the Customer is not satisfied, in which case this clause 4.6 will apply again in relation to a re-submitted Notice of Completion.

#### 4.7 Network Tails

- (a) Vocus retains full title and property in the Network Tails.
- (b) Vocus may install and maintain the Network Tails (including any future Network Tails) on the Property and the Customer grants Vocus a licence to access the property for this purpose. Where any part of the Network Tails is a Low Impact Facility, the owner waives any rights of objection it may have under the *Telecommunications Act 1997* (Cth).
- (c) The licence under clause (b) survives the expiration or termination of these terms.
- (d) The Customer must:
  - (i) except with Vocus' prior written approval, not allow any person other than Vocus to handle, remove, uninstall, alter, repair, access or maintain the Network Tails;
  - (ii) not carry out any action which interferes with the Network Tails;
  - (iii) comply with all policies or directions regarding the use and operation of the Network Tails that Vocus may provide from time to time; and
  - (iv) provide unrestricted access to the Property so Vocus and its Personnel are able to perform its rights and obligations under the

*Telecommunications Act 1997* (Cth); and

- (e) ensure that its Personnel comply with its obligations under these terms.

## 5. DARK FIBRE SERVICES

### 5.1 Supply of Services

Vocus will provide the Dark Fibre Services to the Customer on the terms of the Master Services Agreement, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Dark Fibre Services in accordance with the terms of the Master Services Agreement, this Service Schedule, any applicable Service Orders and all applicable laws.

### 5.2 Exclusive Licence

- (a) With effect from the Completion of the Network Tails, Vocus grants to the Customer an exclusive licence to use the Fibre Pairs for the Term, subject to the terms of this Service Schedule, the Master Services Agreement and any relevant Service Order.
- (b) The licence granted under clause (a) ends on the termination or expiry of this Service Schedule.

### 5.3 No On-sale

- (a) Subject to clause (b), the Customer must not resell transmission capacity (whether it is VLAN's, wavelengths, Ethernet, etc) using the Fibre Pairs referred to in this Service Schedule.
- (b) The Customer may:
  - (i) use the Fibre Pairs for connectivity within the Customer's own network; or
  - (ii) subject to obtaining Vocus' prior written consent (which will not be unreasonably withheld) grant a sublicense to use the Fibre Pairs to a licensed telecommunications carrier for the purpose of supplying telecommunications services to the Customer, the Customer's Personnel and other users.

### 5.4 Service Delivery

Vocus will use reasonable endeavours taking into account relevant commercial, economic and operational matters to commence provisioning of the Dark Fibre Services in accordance with the service delivery targets set out in the Vocus SLA.

### 5.5 Acceptance testing

Vocus must submit the Dark Fibre Services to standard acceptance testing and ensure that the Dark Fibre meets the required standards as set out in Annexure 1 (**Acceptance Testing Standards**). Vocus must notify the Customer once Acceptance Testing is complete.

### 5.6 Management

Unless the Fibre Access Service Order specifies that Vocus will provide Operations & Maintenance Services, the Customer acknowledges that the Fibre Pairs are isolated from Vocus' management environment and that the Dark Fibre Services are not managed by Vocus.

### 5.7 Risk

- (a) The Customer bears the risk of loss or damage to the Fibre Pairs from Completion of the Network Tails until expiry of the Term.
- (b) During the period during which the Customer bears the risk of loss or damage under clause 5.7(a), the Customer must promptly replace or otherwise make good any loss of, or repair the damage to the Network Tails. The Customer bears the cost of such replacement, making good or repair.

### 5.8 Relocation

- (a) Vocus may, on 60 days' written notice to the Customer, relocate the Fibre Pairs and must use reasonable endeavours during the relocation to minimise any disruption to, or non-availability of, the Dark Fibre Services to the Customer.
- (b) If the Customer requires a relocation of the Dark Fibre Services to a new location, it must give to Vocus a written request in a manner nominated by Vocus. The Customer acknowledges that not all Dark Fibre Services can be relocated. Vocus will notify the Customer, in its absolute discretion, whether the Dark Fibre Services can be relocated. In the event the Dark Fibre Services can be relocated, a once-off fee may apply.

## 6. CHARGES

Vocus may issue a valid tax invoice in respect of any Charges specified in a Fibre Access Service Order. The Customer must pay the

Charges in accordance with the payment and tax terms in the Master Services Agreement.

## **7. CUSTOMER EQUIPMENT**

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The Customer may connect any optical transmission equipment to the Fibre Pairs provided the equipment complies with all applicable ACMA standards.

## **8. TERMINATION**

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Either party may terminate the Fibre Access Service Order and this Service Schedule

immediately upon written notice to the other party if the other party breaches a material term of these terms and fails to remedy such breach within 60 days after receiving written notice from the non-breaching party specifying the breach and setting out the steps required to be taken in order to remedy the breach.

## **9. SUBCONTRACTING**

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Vocus may subcontract any of its obligations under this Service Schedule to a third party (**Subcontractor**).

## Annexure 1 – Acceptance Testing Standards

### Maximum acceptable Insertion Loss

#### Component Power Loss

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

### Cable Specifications

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

Cladding diameter	125.0 ± μm
Cladding non-circularity	2.0%
Core/cladding concentricity error	≤ 0.8 μm
Macrobending loss @1625nm 100 turns, 30 mm radius	0.10 dB
PMDQ	0.5ps/√km