

# Telair Dark Fibre Service Schedule

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This Service Schedule forms part of the Agreement between You and Telair.

## 1. Service Description

Dark Fibre services are offered to customers wishing to use Telair as a supplier of telecommunications and related services. The Dark Fibre service enables You to manage your own optical fibre network.

## 2. Provision of Services

### 2.1 Provisioning

- (a) Telair will provision the Service to you at the Network Access Points in accordance with applicable laws and on the terms and conditions contained in this Service schedule and the Service Agreement.

### 2.2 Site access

- (a) Telair will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Telair supplies the Service.
- (b) Telair's obligation under clause 2.2(a) does not extend to:
  - (i) entering into licence agreements with property owners, managers, or occupiers;
  - (ii) paying licence fees for the installation of its infrastructure;
  - (iii) litigating to enforce its rights as a telecommunications carrier under relevant legislation (**Carrier Rights**); or
  - (iv) referring objections to the exercise of its Carrier Rights to any Regulator.

### 2.3 Network Access Points

The Network Access Point in respect of each Site where Telair supplies a Service will be at Telair's demarcation point inside the Site.

### 2.4 Handover of Services

- (a) Telair will use reasonable endeavours to install Services within the installation timeframes outlined on the Service Agreement. Telair's obligation to make a Service available at a Network Access Point within the specified delivery period will be extended to reflect any delay caused or contributed to by You, any Third Party or a Force Majeure Event.
- (b) Telair will notify You upon completion of provisioning and installation of the Dark Fibre Services.

## 2.5 Acceptance Testing

Upon receipt of a notice from Telair under clause 2.6, You will have 5 days to test the Service. The Service will be accepted on the earlier of:

- (b) You notifying Telair that the Service is accepted;
- (c) expiry of the 5-day testing period without notifying Telair of any failure of the Service; or
- (d) You commence using the Service for a purpose other than acceptance testing.

If You notify Telair of a failure of the Service to operate within agreed parameters, Telair will rectify the fault and re-test the Service and repeat the steps in clauses 2.4 and this clause 2.5.

## 3. Your obligations

### 3.1 Address information

- (a) You must provide accurate and complete Site address information to Telair for use in qualifying each Service. You may be liable for any costs incurred by Telair due to any incorrect, false or misleading information You provide.
- (b) If You change one or more of the Sites prior to the delivery of the Service, You must pay Telair's reasonable costs and fees (if any) arising from the change of Site.

### 3.2 Responsibility for Interconnection

- (a) You are responsible for procuring and installing (at Your own cost) any Customer Equipment necessary to connect Your network infrastructure to the Network Access Point.
- (b) In circumstances where You are unable to procure and install the Customer Equipment, You may request that Telair do so on Your behalf. You agree to pay Telair the costs associated with the equipment and its installation and acknowledge that such equipment is deemed Customer Equipment for the purposes of the Agreement.

### 3.3 Exclusive Use

Telair grants You the exclusive right to use the Service for the Service Term on the basis that:

- (a) Telair will provide Fibre in accordance with the Service Agreement;
- (b) Telair will allocate the fibre cores and determine the fibre pathways in each Service at its sole discretion and may modify, substitute or replace the fibre cores and pathways as reasonably necessary upon reasonable prior notice to You, provided that the Service, as varied, remains in good working order;
- (c) The Dark Fibre service is isolated from Telair's fibre network infrastructure and You will be responsible for management of the Circuits.

### 3.4 Your Rights

- (a) You have an unrestricted right to use each Service for any lawful purpose at each relevant Site, provided that You may not transfer, assign, sublicense or resell the Dark Fibre Services to any third party without the prior written consent of Telair. For the avoidance of doubt, this clause only prevents You from supplying Dark Fibre Services and does not prevent You from supplying wavelength services, VLANs or any managed services to any party. If You provide services in breach of Your obligations in clause 3.4(a):
- (i) You must on becoming aware of such breach immediately notify Telair; and
  - (ii) Telair may elect to give You a notice requiring You to remedy such breach to the reasonable satisfaction of Telair within 30 days of the date Telair gives the notice to You.
- (b) If You fail to remedy the breach within the time specified in clause 3.4(b)(ii), without limiting Telair's other legal right or remedies, Telair may elect to terminate the relevant Service with immediate effect by giving a further written notice to You, provided Telair has given You the notice outlined in clause 3.4(b)(ii).

## 4. Maintenance

### 4.1 Planned Outage Periods

Telair will, wherever reasonably practical in the circumstances, give You at least 5 days prior notice of any Planned Outage Period (**Proposed Outage**) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

### 4.2 Minimise Disruption

Telair will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

## 5. Faults and Fault Tickets

### 5.1 Reporting Faults

You must report a Fault to the Help Desk promptly upon becoming aware of the Fault.

### 5.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix	Urgency			
Impact	Critical Entire business affected	High Widespread business impact	Medium VIP or small user impact	Low Single user
<b>Critical</b> Critical site or business service offline   Complete interruption of Services at multiple sites	<b>P1</b>	<b>P2</b>	<b>P2</b>	<b>P3</b>

<b>High</b> Significantly reduced performance of critical sites or business services   Single site offline	<b>P2</b>	<b>P2</b>	<b>P3</b>	<b>P3</b>
<b>Medium</b> Single site degraded   Secondary service degraded or offline   Permanent solution or workaround is available to restore the functionality of the Service	<b>P2</b>	<b>P3</b>	<b>P3</b>	<b>P4</b>
<b>Low</b> No Impact	<b>P3</b>	<b>P3</b>	<b>P4</b>	<b>P4</b>

### 5.3 Fault Tickets

Upon being notified of a suspected Fault by You and receiving a Fault report from You, the Help Desk will assign a reference number to the Fault (**Fault Ticket**) and will issue that reference number to You.

### 5.4 Closure of Fault Tickets

When Telair has remedied a Fault, it will notify You that the Fault Ticket is "closed".

### 5.5 Faults reported in error

If You report a Fault to the Help Desk in circumstances where the Service Disruption is not due to a Fault within the Network (for example where unavailability of the Service is caused by Customer Equipment) or the Fault is due to damage caused by You, You will bear the cost of Telair sending contractors to investigate the reported Fault.

### 5.6 Fault restoration

Telair will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Target set out below.

<b>Fault</b>	<b>Response</b>	<b>Restoration Target</b>
<b>P1</b>	15 minutes	4 hours
<b>P2</b>	30 minutes	6 hours
<b>P3</b>	4 hours (during business hours)	2 Business Days
<b>P4</b>	8 hours (during business hours)	3 Business Days
<b>Service Request</b>	2 Business Days	Negotiable

### 5.7 Information updates

During the Remedy Period, the Help Desk will, in response to a request from You, provide updates in respect of the progress of any Fault resolution to You where such information is reasonably available to Telair.

## 6. Service credits

### 6.1 Service credits

Subject to the Service credit conditions listed in clause 6.2 and in the event of Telair failing to meet the Service Availability Target, the following Service credits will apply.

Service Availability Target per Service	Incremental deviation from Service Availability	Service Credit for first increment	Service Credit for subsequent increments
99.95%	0.5%	5% of the Monthly Recurring Charge for the affected Service	5% of the Monthly Recurring Charge for the Affected Service

### 6.2 Service credit conditions

The following conditions apply to Service credits:

- (a) Service credits apply from the first full calendar month that the eligible Service is operational;
- (b) where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);
- (c) You must apply for the credit by contacting the Help Desk and following the prescribed process for obtaining credits within 30 calendar days of the end of the month to which the credit applies;
- (d) the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- (e) the maximum Service credit available for each eligible Service in any month will not exceed 50% of the total monthly Charges for that eligible Service in that month.

## 7. Changes

### 7.1 Relocations

- (a) In the event You require a relocation of a Service to a new Site, You must make a written request to Telair in a manner nominated by Telair. You acknowledge that not all Services can be relocated.
- (b) Telair will respond to Your request and advise, in its absolute discretion, You whether the Service can be relocated.
- (c) Where the Service can be relocated, a once-off fee may apply as well as a change to the Charges.

### 7.2 Upgrades

You may at any time make a written request in a manner nominated by Telair to upgrade the bandwidth of the Service. You acknowledge that a once-off upgrade fee and additional monthly Charges may apply.

### 7.3 Service Order

Where You make a request under clauses 7.1 or 7.2 which is accepted by Telair, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Service Order which, upon execution, will replace the previous Service Order.

### 7.4 Variations by Third Parties

Without limiting Telair's rights under any other clause of the Agreement, Telair may on written notice to You vary this Service Schedule or a Service Order (excluding the Charges) if a Third Party's supply terms or agreement with Telair is varied, terminated or replaced and as a result of that variation, termination or replacement, Telair considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

## 8. Defined terms

Any capitalised terms in this Service Schedule, which are not defined below, have the meaning given to those terms in the Agreement. All other capitalised terms in this Schedule have the following meaning:

**Agreement** means the agreement entered into by Telair and You (incorporating a Master Services Agreement, this Service Schedule and the Service Orders) in relation to the supply of Services by Telair to You.

**Agreed Coverage Period** means 24 hours a day, 7 days a week, 52 weeks a year.

**Circuits** means the dark fibre circuit(s) between the two End Points as configured and described in the Dark Fibre Service Order.

**Customer Equipment** means all of the equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not provided by Telair.

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

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

**Excused Downtime** means the number of minutes in month, rounded to the nearest minute that the link state of the Service is 'down' due to:

- (a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- (b) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (d) Telair suspending the Service in accordance with the Agreement;
- (e) a Fault that arises and is resolved within a Planned Outage Period;
- (f) You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant Service Order; or
- (g) a Force Majeure Event.

**Facility** means each data centre where Telair will provide the Service, as listed in the relevant Service Order.

**Fault** has the meaning given in clause 5.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- (a) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 4.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- (b) the failure of multiple Services over a single Fibre or device is treated as a single Fault.

**Fault Restoration Target** refers to the targets set out in clause 5.6.

**Fault Ticket** has the meaning given in clause 5.3.

**Fibre** means the optical fibre cable used to provide a Service.

**Help Desk** means a service offered by Telair accessed by a telephone number or email address, as advised by Telair from time to time, which may be used to convey potential fault information to Telair.

**Network Access Point** has the meaning given by clause 2.3.

**Network Specifications** means the technical specifications for the Network attached as Schedule 1.

**Planned Outage Periods** means the period during which Telair, or a party on behalf of Telair, may carry out work on its facilities, networks or systems for any reason, including arising out of or in connection with:

- (a) installation of infrastructure;
- (b) maintenance requirements (including scheduled maintenance);
- (c) infrastructure upgrades; and
- (d) Network relocation.

**Remedy Period** means the period that:

- (a) commences on the earlier of when the Fault is reported to the Help Desk; and
- (b) ends when the Fault is remedied.

**Service** means the fibre optic capacity ordered by You between two or more Sites, as specified in a Service Order.

**Service Availability** is calculated each month as Uptime divided by (the number of minutes in the month, less Excused Downtime), expressed as a percentage.

**Service Availability Target** has the meaning given at clause 6.1.

**Site** means each of Your physical premises, including Facilities, located at the site addresses specified in the Service Order.

**VLAN** means virtual local access network.

**Uptime** means the number of minutes in each month days where the linkstate of the Service is 'up', rounded to the nearest minute.