
7 DEFINITIONS

Element Details means, in respect of a monthly report, the section that compares the performance of individual elements during the period of the relevant report over a baseline period.

Exclusion Events means:

- (a) a change made to a Service by anyone other than Telstra;
- (b) a failure by you to meet your obligations under this Service Schedule;
- (c) any interference or damage caused by you;
- (d) unscheduled emergency maintenance on Telstra's systems or scheduled downtime for system maintenance on Telstra's systems;
- (e) any act of God, war, terrorism, industrial action, lightning, fire, earthquake, storm, flood, governmental restraint, expropriation or prohibition, (including a competition notice issued to Telstra); abnormal power conditions (including power failure); unavailability or delay in the availability of software, equipment or transport; inability or delay in granting or obtaining governmental approvals, consents, permits or licences, or any other event or circumstance beyond our reasonable control; or
- (f) the use of a Service with, or faults in or failure of, equipment, software or services not provided, or approved in writing by, Telstra.

Follow Up Report has the meaning given to it in clause of Annexure 1.

Service Assurance Zone means Urban, Major Rural, Minor Rural or Remote.

Status Report has the meaning given to it in clause 4.5 of Annexure 1.

Minor Rural means areas within Australia with a population of between 200 and 2,500 people but not within the Extended Charging Zones.

Major Rural means areas within Australia with a population of between 2,500 and 10,000 people.

Outage Hours means hours during which the relevant service is Unavailable.

Packet Delay Variation has the meaning given to it in clause 3.13 of Annexure 1.

Remote means Australian areas of population less than 200 people or areas included in an Extended Charging Zone.

Response Time has the meaning given to it in clause 4.3 of Annexure 1.

Restoration Time has the meaning given to it in clause 4.4 of Annexure 1.

Restoration Target means, in respect of a service assurance level, the target Restoration Time.

RTTD has the meaning given to it in clause 3.9 of Annexure 1.

Summary Reports means, in respect of a monthly report, the summary section that includes various displays as set out in clause 6.4 of Annexure 1.

Supplemental Reports means, in respect of a monthly report, the section that contains additional reports that give you further information on the elements of the report.

Top Ten Reports means, in respect of a monthly report, the top ten sections that summarise the performance of various elements.

Unavailable means any part of the Year during which the relevant service is unable to send and receive data between any two Services and which is documented in Telstra's trouble ticket other than a trouble ticket opened:

- (a) later than 72 hours after the disruption occurs; or
- (b) for degraded service, such as slow data transmission.

and for this purpose Unavailability is considered to commence when the trouble ticket for it is opened. Trouble tickets will be opened at the time we are notified of the disruption by notice in writing or by telephone to the service delivery team.

Urban means an area with a population of greater than 10,000 people.

SCHEDULE 5 - TELSTRA WAVELENGTH SERVICE

SERVICE START DATE: The date the last party signs the Agreement.

SERVICE SCHEDULE TERM: 3 years.

SERVICE TERMS

1 WHAT IS THE TELSTRA WAVELENGTH SERVICE?

- 1.1 The Telstra Wavelength Service (**TWS**) is a high capacity data carriage service that uses optical fibre cabling and wavelength division multiplexing. TWS comprises of:
 - (a) an optical fibre connection between the Sites;
 - (b) wavelength division multiplexing equipment at each Site; and
 - (c) management of the optical fibre connection and wavelength division multiplexing equipment.
- 1.2 The physical fibre connections we provide as part of the TWS are between the Fibre Termination Points at the Sites.
- 1.3 To order the TWS, you must complete and send us an Application Form. We don't have to accept any Application Form, but if we do, the Application Form together with this Agreement applies. This Agreement prevails to the extent of any inconsistency with the Application Form.

2 TWS AVAILABILITY AND OTHER REQUIRED SERVICES

- 2.1 The TWS is only available between a Site in an Urban Area and another Site in the same Urban Area and Local Call Area.
- 2.2 The TWS' availability depends on a number of factors, including availability of suitable infrastructure and you having appropriate equipment and interfaces.
- 2.3 To obtain the TWS, you must at a minimum, acquire from us a 64k Telstra Frame Relay access (or such other form of access we may require from time to time) and a 16k Intrastate Private Virtual Connection at each Site. The terms (including pricing) on which we provide Frame Relay services are set out in the Frame Relay section of Our Customer Terms or in our separate agreement with you (if applicable).
- 2.4 We'll manage the wavelength division multiplexing equipment in accordance with our (as applicable):
 - (a) "**Managed Carriage**" service tier, as described in the Managed WAN section of Our Customer Terms; or
 - (b) "**Basic Managed**" service tier, as described in the Managed Data Networks section of Our Customer Terms.

3 PRICING FOR YOUR TWS

- 3.1 You must pay us the applicable fees and charges set out in Alt 1 to Schedule 5 (TWS Pricing). All monthly charges for your TWS are payable in advance.
- 3.2 The prices and discounts in this Service Schedule are effective from implementation into our billing systems.
- 3.3 All prices in this Service Schedule are GST exclusive, unless otherwise stated.

- 3.4 If a Site isn't ready for installation of the Equipment within 40 Business Days of the Service Start Date and we didn't cause this delay, you must commence paying us the charges for your TWS (including the installation, relocation and annual rental charges set out in Att 1 to Schedule 5 (TWS Pricing)).
- 3.5 The charges under clause 3.4 exclude Frame Relay charges, which are charged to you at Our Customer Term rates and which you must pay separately.
- 3.6 You must pay all reasonable costs and expenses we incur in connection with repairing, modifying, or altering any of our equipment where the fault, modification or alteration is required as a result of your equipment or anything you, or a party acting on your behalf (other than us), has done.
- 3.7 Any work we perform in addition to that which is required to be performed under this Service Schedule, will be charged on a time and materials basis at our then current rates, unless otherwise agreed.

4 TERM AND TERMINATION

- 4.1 This Service Schedule begins on the Service Start Date and continues for the Service Schedule Term unless terminated or renewed.
- 4.2 The Service Schedule Term automatically renews on a month-to-month basis on the same terms (including price), unless a party notifies the other (at least 30 days before an automatic renewal) that it does not want automatic renewal to occur.
- 4.3 Without limiting any of our rights under the Agreement, we may immediately terminate a TWS by notice to you if:
 - (a) we can't enter a Site to inspect, repair or maintain the Equipment after giving you reasonable prior written notice of that inspection, repair or maintenance;
 - (b) you don't rectify any defect or inadequacy in any equipment needed for the TWS and which we don't maintain, within a reasonable period of us telling you of that defect or inadequacy; or
 - (c) you vacate a Site.
- 4.4 Upon expiry or termination (for any reason) of this Service Schedule, we will collect all Equipment and aim to do so within 60 days after such expiry or termination. If this Service Schedule is terminated for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with that collection of Equipment.
- 4.5 If for any reason this Service Schedule expires or terminates, or the Service is cancelled, clause 6.4 continues in full force and effect.

EARLY TERMINATION CHARGE

- 4.6 If during the Service Schedule Term, a TWS is terminated for any reason other than for our material breach, we may charge you any waived TWS charges and an amount calculated as follows:

A x B x 50%

"A" = the average TWS charges paid or payable each month by you for the TWS up to the date of cancellation.

"B" = the number of months (or part of a month) remaining in the Service Schedule Term.

You acknowledge that this amount is a genuine pre-estimate of the loss we're likely to suffer.

5 OUR OBLIGATIONS

- 5.1 We will ensure that our personnel comply with your reasonable health, safety and security policies and directions while on your premises, as you may notify to us from time to time.

6 YOUR OBLIGATIONS

- 6.1 You must:

- (a) ensure our personnel are in a safe working environment when working on your premises;
- (b) ensure your maintenance contact specified in the Application Form (or their replacement as notified by you) is available for us to contact 24 hours a day, each day of the year;
- (c) give us all reasonable assistance, cooperation, access, information, materials and facilities as we request from time to time in connection with us performing the TWS; and
- (d) where applicable, obtain (at your cost) all third party consents needed for us to use the facilities and any materials requested by us to perform the TWS.

- 6.2 If you fail to meet any of your obligations under the Agreement:

- (a) we are entitled to an extension of time, which reasonably reflects the effects of your failure;
- (b) you must promptly pay us any costs we incur from the failure, including costs associated with down time and re-scheduling of resources; and
- (c) any changes in prices will be calculated on a time and materials basis at our then current rates, unless otherwise agreed.

- 6.3 You must provide:

- (a) all cabling required to connect the Equipment to your equipment;
- (b) a secure and lockable storage area for our equipment during installation and commissioning of the TWS;
- (c) us with floor plans indicating the power distribution and the agreed placement of equipment;
- (d) us with access to the Sites and all assistance reasonably necessary to ensure the safe and proper performance by us of all work at your Sites; and
- (e) a power supply to any Equipment that requires it.

- 6.4 You are responsible for the operation and maintenance of the patch cables, attenuators or other devices connecting your equipment to the Equipment.

- 6.5 You acknowledge and agree that we or our representatives must carry out all connections and disconnections to the TWS at your cost.

- 6.6 Title in the Equipment remains with us at all times. You must take proper care of the Equipment and ensure it is not damaged, destroyed, lost or stolen, or modified by anyone other than us.

7 TARGET SERVICE LEVELS AND AVAILABILITY

- 7.1 We aim to meet the target service levels and service availability set out in this Service Schedule.

- 7.2 The target service level for the TWS is Express 8, which provides for a Response Time target of 1 hour or less and a Restoration Time target of 8 hours or less.

7.3 The TWS has a number of channels. Each channel, with its associated wavelength, is considered independently in the calculation of service availability target set out in clause 7.5 below.

7.4 The service availability target for the TWS is as follows in each Period:

PROTECTION LEVEL	SERVICE AVAILABILITY TARGET
Single fibre path unprotected	99.91%
Bronze protected	99.93%
Platinum protected	99.99%
Platinum plus	99.99%

7.5 The service availability target is calculated as follows:

$$\text{Channel availability target} = \frac{\text{Period} - \text{Outage Time}}{\text{Period}}$$

$$\text{Service availability target} = \frac{\text{Sum of Channel Availabilities}}{\text{Number of Channels}}$$

7.6 "Outage Time" starts when you report a fault to us and release the TWS to us for maintenance action and ends when we return the TWS to you for use. Outage Time does not include:

- (a) planned outages, which are not included in the calculation of service availability; and
- (b) any outages or faults caused or contributed to by you, a third party, or any event or cause outside our reasonable control.

7.7 The service Level and service availability targets under this clause 7 and all our other obligations under this Service Schedule only apply to the operation and performance of the Equipment at each Site and the fibre paths between the Equipment. For clarity, they don't apply to the patch cables, attenuators or other devices connecting your equipment to the Equipment.

8 PLANNED OUTAGES WITH YOUR TWS

8.1 Subject to clause 8.2 below, where reasonably practical, we'll give you at least 5 Business Days' notice of any planned outage, where we think the outage will cause significant interruption to your TWS. If the scheduled planned outage time is not suitable for you:

- (a) you must notify us within 24 hours from our notice; and
- (b) negotiate with us in good faith to reschedule the planned outage.

8.2 If we reasonably think that an urgent outage is needed (including to resolve critical network operational problems), we'll endeavour to notify you of the outage as soon as reasonably practicable.

9 RELOCATING YOUR TWS

9.1 If you ask us to relocate your TWS during the Service Schedule Term and we agree to do this, you must pay us the applicable relocation charges in Att 1 to Schedule 5 (TWS Pricing), together with any additional charges that we identify to you at the time we conduct a feasibility study for that relocation.

- 9.2 Despite any other clause in this Service Schedule, if we agree to your relocation request, and you pay us the charges set out in clause 9.1 and continue to acquire the TWS for the remainder of the Service Schedule Term, such relocation is not a cancellation or termination of the TWS. This means that the early termination charge under clause 4.6 won't apply to that relocation.

10 DEFINITIONS

- 10.1 In this Service Schedule, unless otherwise stated:

Application Form means the Telstra application form used to order the TWS, as we update from time to time.

Equipment means the wavelength division multiplexing equipment and any other equipment we provide to you.

Fibre Termination Points means the physical points of fibre connection marked as such in the Application Form.

Local Call Area has the meaning given to it in the Public Switched Data Services section of Our Customer Terms.

Period means a period of 3 calendar months commencing from the Service Start Date and every 3 calendar months afterwards.

Response Time means the time we take to locate and commence rectifying a reported fault. We are deemed to have responded to a fault report upon provision of advice to you that:

- (a) the fault has been identified by remote diagnostics, and that work has commenced to rectify the fault; or
- (b) a site visit is required and/or the attendance at a site by our representative.

Restoration Time means the period commencing when a report of a fault in the TWS from you is received by us and ends when the TWS has been restored or a workaround is provided.

Site means each of your physical premises located at the Site Addresses set out in the Application Form, or such other physical location for delivery of the Service as may be agreed between the parties.

Urban Area means the area up to 30km (road distance) from the main Telstra Service Centre (or any other Telstra Service Centre agreed by the parties) in a city with a population of 30,000 people or more.

Att 1 to Schedule 5 - TWS Pricing

SERVICES	PRICING					
Telstra Wavelength Service is a high capacity data carriage service that uses optical fibre cabling and wavelength division multiplexing and is comprised of:	Installation and relocation	For the first year, Price List attached as Att 2 to Schedule 5 less %				
<ul style="list-style-type: none"> • an optical fibre connection between the Sites; • installation and provision of wavelength division multiplexing equipment at each Site; and • management of the optical fibre connection and wavelength division multiplexing equipment. 	Installation and relocation charges	100				
Monthly Rental Charges		Price List attached as Att 2 to Schedule 5 less %				
<table border="1" style="width: 100%;"> <tr> <td>CBD, Zone 1 and Zone 2</td> <td>37</td> </tr> <tr> <td>Zone 3</td> <td></td> </tr> </table>		CBD, Zone 1 and Zone 2	37	Zone 3		
CBD, Zone 1 and Zone 2	37					
Zone 3						
Conditions						
<ul style="list-style-type: none"> • During the Service Schedule Term, you must not reduce or downgrade your chosen speed for the relevant Service. • No other discounts, pricing plans, or other promotional offers apply. 						

Att 2 to Schedule 5 - TWS Price List

All prices in this price list are GST exclusive and current as at 1 October 2013

INSTALLATION CHARGES (ONCE OFF)		
Route	First channel	Multi-channel
0	\$30,000.00	\$15,000.00
7 to 9	\$40,000.00	\$20,000.00

RELOCATION CHARGES (ONCE OFF)			
Route	Relocation type	First channel	Multi-channel
0	External relocation (per channel)	\$30,000.00	\$15,000.00
7 to 9	External relocation (per channel)	\$40,000.00	\$20,000.00
0, 7 to 9	Internal relocation	\$10,000.00	\$10,000.00

CHANGE CHARGES (ONCE OFF)		
Route	First channel	Multi-channel
0 and 7 to 9	\$1,000.00	\$1,000.00

FIRST CHANNEL RENTAL CHARGES (PER MONTH)					
Route	Zone	SFP			
		Speed			
		1G	2G	4G	10G
0	CBD	\$4,405.00	\$5,140.00	\$6,220.00	\$9,065.00
	Z1	\$5,495.00	\$6,415.00	\$7,765.00	\$11,325.00
	Z2	\$6,330.00	\$7,390.00	\$8,940.00	\$13,030.00
	Z3	\$37,790.00	\$57,180.00	\$85,220.00	\$158,600.00
7	Z1	\$6,220.00	\$8,575.00	\$13,290.00	\$27,430.00
	Z2	\$6,840.00	\$9,430.00	\$14,615.00	\$30,170.00
	Z3	\$49,760.00	\$83,970.00	\$128,805.00	\$239,715.00
8	Z1	\$7,310.00	\$10,090.00	\$15,645.00	\$32,325.00
	Z2	\$8,040.00	\$11,100.00	\$17,215.00	\$35,555.00
	Z3	\$61,915.00	\$93,675.00	\$139,615.00	\$259,845.00
9	Z1	\$9,115.00	\$12,010.00	\$17,805.00	\$35,185.00
	Z2	\$10,040.00	\$13,230.00	\$19,610.00	\$38,750.00
	Z3	\$61,915.00	\$93,675.00	\$139,615.00	\$259,845.00

FIRST CHANNEL RENTAL CHARGES (PER MONTH)					
Route	Zone	Bronze			
		Speed			
		1G	2G	4G	10G
0	CBD	\$5,505.00	\$6,425.00	\$7,775.00	\$11,330.00
	Z1	\$6,870.00	\$8,020.00	\$9,710.00	\$14,155.00
	Z2	\$7,910.00	\$9,240.00	\$11,175.00	\$16,290.00
	Z3	\$47,235.00	\$71,475.00	\$106,525.00	\$198,250.00
7	Z1	\$7,775.00	\$10,720.00	\$16,615.00	\$34,285.00
	Z2	\$8,550.00	\$11,790.00	\$18,270.00	\$37,715.00
	Z3	\$62,200.00	\$104,965.00	\$161,010.00	\$299,645.00
8	Z1	\$9,140.00	\$12,615.00	\$19,560.00	\$40,405.00
	Z2	\$10,050.00	\$13,875.00	\$21,520.00	\$44,445.00
	Z3	\$77,395.00	\$117,095.00	\$174,520.00	\$324,805.00
9	Z1	\$11,395.00	\$15,015.00	\$22,260.00	\$43,980.00
	Z2	\$12,550.00	\$16,540.00	\$24,515.00	\$48,440.00
	Z3	\$77,395.00	\$117,095.00	\$174,520.00	\$324,805.00

FIRST CHANNEL RENTAL CHARGES (PER MONTH)					
Route	Zone	Platinum			
		Speed			
		1G	2G	4G	10G
0	CBD	\$5,985.00	\$6,985.00	\$8,450.00	\$12,310.00
	Z1	\$7,465.00	\$8,715.00	\$10,550.00	\$15,380.00
	Z2	\$8,595.00	\$10,040.00	\$12,145.00	\$17,700.00
	Z3	\$51,320.00	\$77,660.00	\$115,740.00	\$215,395.00
7	Z1	\$8,530.00	\$11,765.00	\$18,230.00	\$37,615.00
	Z2	\$9,380.00	\$12,935.00	\$20,045.00	\$41,375.00
	Z3	\$68,240.00	\$115,150.00	\$176,635.00	\$328,720.00
8	Z1	\$10,030.00	\$13,840.00	\$21,460.00	\$44,330.00
	Z2	\$11,030.00	\$15,225.00	\$23,610.00	\$48,760.00
	Z3	\$84,905.00	\$128,460.00	\$191,455.00	\$356,320.00
9	Z1	\$12,505.00	\$16,475.00	\$24,420.00	\$48,250.00
	Z2	\$13,770.00	\$18,145.00	\$26,895.00	\$53,140.00
	Z3	\$84,905.00	\$128,460.00	\$191,455.00	\$356,320.00