



AAPT Business Dark Fibre
Service Schedule



This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

Part 1 – Service Description

1. Service Description

1.1 The AAPT Dark Fibre Service

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

1.2 Dark Fibre Service Description

Dark Fibre Services means telecommunications dark fibre link between the End Points to provide the Circuits.

End Points mean the Customer locations described as such in a Dark Fibre Order for Service.

Circuits means the dark fibre circuit(s) as configured (including the number of Cores) and as described in the Dark Fibre Order for Service, and a Circuit shall start at the AAPT fibre termination panel at the first End Point on the Circuit and end at the AAPT fibre termination panel at the second End Point on the Circuit.

Core means a single fibre optic cable that is contained within a larger cable comprising multiple Cores. A Core may be a single continuous length of optic fibre or a series of segmented lengths of optic fibres that have been joined, spliced or connected.

1.3 Service Provision

AAPT shall provide to You the Dark Fibre Services in accordance with applicable laws and on the terms and conditions contained in this Service Schedule and the Service Agreement.

1.4 Allocation of Cores

AAPT shall allocate the Cores to be used in the Circuits in its sole and absolute discretion and may modify, substitute or replace the Cores as reasonably necessary upon reasonable advance notice to You, provided that the standard of service shall not be materially reduced.

2. Your Rights

AAPT grants to You an exclusive licence to use the Circuits.

3. Superior Rights

This Service Schedule is made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or licence or other superior rights by which AAPT has acquired an interest in the site(s) from which or through which the Service is located or provided.

4. AAPT Reservations

AAPT reserves to itself the right to:

- (a) access and use for its own purposes, and for the provision of services to other customers, Cores within AAPT's cable (and those of its Related Bodies Corporate) that are not used in the Circuits;
- (b) grant additional licences to other customers for the use of Cores within AAPT's cable (and those of its Related Bodies Corporate) that are not used in the Circuits; and
- (c) exercise or grant other rights not inconsistent with the rights granted hereunder.

5. Charges

The Charges for the Service are specified in the Service Order Form.

On each anniversary of the commencement of the Minimum Period, the monthly recurring charges for the Service will increase by an amount equivalent to the increase in CPI for the twelve (12) month period preceding the price increase (or, where data showing the percentage increase for the entirety of such period is not available, the most recently updated data).

6. Minimum Period

- (a) The Minimum Period for each Individual Service is specified in Your Service Order Form commencing from the Dark Fibre Acceptance Date
- (b) You acknowledge that the following amount is a reasonable estimate of the loss AAPT will suffer in the event that supply of the individual Service is discontinued prior to expiry of the Minimum Period for that individual Service:

An amount equal to the aggregate of:

- (i) all installation Charges for an individual Service; and
 - (ii) any monthly recurring Charges for an individual Service multiplied by the number of each unexpired month of the Minimum Period for that individual Service
- (c) If supply of an Individual Service is discontinued prior to expiry of the Minimum Period for that Individual Service, (except where You exercised Your right to terminate Service Agreement as a result of a material breach by AAPT), AAPT may invoice You for the amount calculated in accordance with clause 6(b) of this Service Schedule. Payment shall be made in accordance with the payment terms of the Service Agreement.

7. Service Delivery and Acceptance

- (a) AAPT shall use reasonable endeavours to install the Dark Fibre Services within the approximate commencement date specified in the Dark Fibre Order for Service. Such dates are approximate only and AAPT shall not be liable for any delay in installation howsoever caused (including delays in obtaining access to any property or premises) and time for installation shall not be of the essence unless previously agreed by AAPT in writing.

- (b) AAPT shall notify You upon completion of provisioning and installation of the Dark Fibre Services.
- (c) Following installation AAPT shall test the Dark Fibre Services using its standard acceptance tests to ensure that the Dark Fibre Services are installed and operating to the standards set out in Annexure B of this Service Schedule. AAPT shall notify successful acceptance test results to the You. Unless You provide to AAPT prior notice that the Dark Fibre Services are not installed and operating to the standards set out in Annexure B, You shall be deemed to have accepted the Dark Fibre Services five (5) business days after successful completion of the AAPT tests or upon commencement of use of the Dark Fibre Services, whichever is earlier.

8. Service Levels

The Service Levels for the Services are set out in clause 1 of Annexure A of this Service Schedule. Failure to achieve the Target Service Levels does not automatically entitle You to a rebate.

9. Additional Terms and Conditions

9.1 Relocation

AAPT may, by thirty (30) days' notice in writing to You, relocate the Circuit and shall use reasonable endeavours during the relocation to minimise any disruption to, or non-availability of, the Service.

9.2 Your Responsibilities

- (a) You must pay all Charges resulting from use of the Services, whether authorised by You or not.
- (b) If access to Your premises is required by AAPT in connection with the supply of the Services, You must provide to or procure for, AAPT reasonable access to Your premises. In the case of an emergency or illegality in relation to the Services, You must provide to AAPT on demand immediate access to Your premises.

9.3 Acceptable Use

Unless otherwise specified in the Service Order Form, You may not transfer, assign, sublicense or resell the Dark Fibre Services to any third party without the prior written consent of AAPT.

9.4 PIPE's Role

- (a) You acknowledge and agree that, unless and until otherwise notified by AAPT, PIPE, acting as a subcontractor of AAPT, will:
 - (i) provide the Service to You; and
 - (ii) deal with all faults and restoration issues in relation to the Service.
- (b) You further acknowledge and agree that you will be liable to AAPT for the provision of the Services as if PIPE were AAPT.

10. Definitions

In this Service Schedule, unless the context requires otherwise:

AAPT is defined in the Service Agreement. References to "AAPT" in this Service Schedule are deemed to include, where appropriate, Other Suppliers.

AAPT Network means the core telecommunications network owned or operated by AAPT.

Act means the Telecommunications Act 1997 (Cth)

CPI Change at any time means the difference between the then latest published Consumer Price Index All Groups Index number for the weighted average of 8 capital cities, and the equivalent Index number published 12 months earlier, expressed as a percentage of the earlier Index number.

Dark Fibre Acceptance Date means the date when the Dark Fibre Services are operational and achieve acceptance under clause (c).

Dark Fibre Services means telecommunications dark fibre link between the End Points to provide the Circuits.

Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure including, without limitation, acts or omissions of third party network operators or suppliers, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts.

Individual Service means a particular service as described in a Service Order Form.

Minimum Period means the minimum period for provision of an Individual Service as set out in the Service Order Form.

PIPE means Pipe Networks Pty Ltd (ABN 21 099 104 122).

Other Supplier means a carrier, service provider or equipment supplier other than AAPT, as the case may be.

Service and **Dark Fibre Service** means the Dark Fibre Service(s) described in this Service Schedule and ordered under a Service Order Form, as varied from time to time in accordance with this Agreement.

Service Agreement means AAPT's current **Standard Service** Agreement, a copy of which is available at <http://www.aapt.com.au/businesslegal>, or such other agreement as may be agreed in writing between AAPT and You (in which case the latter will take precedence).

Part 2 – Charges

Please refer to the Service Order Form

Part 3 – Annexures

1. Annexure A – Service Levels

AAPT shall provide the Dark Fibre Services in accordance with the following Service Levels:

Service Criteria	Measurement and Frequency of Measurement	Target Service Level
Availability	$SA = \text{Uptime} / (\text{Total Time} - \text{Excused Downtime}) \times 100$ <p>Where:</p> <ul style="list-style-type: none"> • Uptime means: the time (measured in minutes) in any month during which the Service is able to be used by the Customer as intended. • Total time means: the time (measured in minutes) in any month. • Excused Downtime means: the time (measured in minutes) in any month during which the Service is not available due to any of the following: <ol style="list-style-type: none"> a. Force Majeure Event b. Failure of the Customer's equipment c. Act or omission of the Customer d. Planned maintenance e. Permitted suspension by AAPT of the Service 	<p>99.95% for any single path.</p> <p>99.999% for a Service, which consists of multiple paths with complete physical separation.</p>

Rebates for Service Level Failure

Where the AAPT fails to achieve the Service Levels specified above in any month of the term of this Service Schedule, You shall be entitled to a refund of the proportion of the applicable fee set out below in any month:

Failure of all Paths (with complete physical separation)

Service Availability Target Failure	Percentage of Monthly Service Charge credited
Less than 27 seconds per calendar month	Nil
28 seconds to less than 4 minutes and 21 seconds per calendar month (Availability < 99.999%)	5%
4 minutes and 21 seconds to less than 21 minutes per calendar month (Availability < 99.99%)	10%

21 minutes to less than 4 hours per calendar month (Availability < 99.95%)	20%
4 hours or more per calendar month (Availability < 99.5%)	50%

Failure of a Single Path

Service Availability Target Failure	Percentage of Monthly Service Charge credited
Less than 21 minutes per calendar month	NIL
21 minutes to less than 4 hours per calendar month (Availability < 99.95%)	20%
4 hours or more per calendar month (Availability < 99.5%)	50%

Genuine pre-estimate

You acknowledge and agree that the Service Rebate represents a genuine and reasonable pre-estimate of Your loss arising from AAPT's failure to perform the Dark Fibre Services in accordance with the Service Levels.

Sole Remedy

AAPT's obligation to extend Service Rebates shall be the full extent of AAPT's liability and Your sole and exclusive remedy in respect of any failure by AAPT to meet the Service Levels.

2. Standard Acceptance Tests

Maximum Acceptable Insertion Loss

Component Power Loss

Component and Wavelength	Maximum Acceptable Insertion Loss
Mated Connector @ 1310 & 1550 nm.	0.75 dB
Splice @ 1310 & 1550 nm.	Average of 0.1 dB across link with no individual splice >0.15 dB
SMF @ 1310	0.4 dB/km
@ 1550 nm	0.3 dB/km

Cable Specifications

All Fibre conforms to ITU-T G.652

Cladding diameter	125.0±1 µm
Cladding non-circularity	2.0 %
Core/cladding concentricity error	≤ 0.8 µm
Macrobending loss @ 1625nm 100 turns, 30mm radius	0.10 dB
PMDQ	0.5 ps/√Km