

Superloop Dark Fibre Service Schedule

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

1. Service Description

The Service provides You with a dark fibre telecommunications link between specified end points as set out in a Service Order. The Service allows You to build your own optical fibre network.

2. Provision of Services

2.1 Infrastructure and Capacity check

All quotes are subject to a check of Superloop's infrastructure and capacity constraints. If the check indicates that there would be a requirement for additional infrastructure, capacity, or cost, Superloop may cancel any existing quote and issue a replacement. This replacement quote may also propose a Feasibility Study under clause 2.2.

2.2 Feasibility Study

- (a) Where You request a Feasibility Study or Superloop requires one to be done, You must pay the applicable Feasibility Study Charge.
- (b) Superloop will refund the Feasibility Study Charge to You where:
 - (i) You order the Service within the validity period of the study;
 - (ii) Superloop notifies You of the results of the Feasibility Study and You confirm that You wish to proceed with the Service Order for the Service; or
 - (iii) Superloop completes the provisioning of the Service without notifying You of the results of the Feasibility Study.
- (c) If the result of the Feasibility Study is that additional infrastructure is required for Superloop to provision the Service, Superloop will advise You of any additional Charges that will apply. If You do not agree to pay those additional Charges, the Service Order will terminate. Superloop may invoice You for any reasonable provisioning costs Superloop has incurred up to the date of termination of the Service Order.

2.3 Service Availability

- (a) The Service is not available in all geographical areas. Superloop will notify You of Coverage Areas from time to time.
- (b) You acknowledge that the Service is only available where NBN Co and Superloop both have existing infrastructure.
- (c) Superloop may refuse any request made by You for the supply of a Service for any reason in its sole and absolute discretion, including if:
 - (i) the relevant End User's premises is located outside a Coverage Area; or

- (ii) the Service does not pass Service Qualification or does not otherwise meet the requirements advised by Superloop; or
- (iii) capacity, interference, technical capability or other technical matters affecting the NBN Co Network, Superloop Network or a relevant Third Party network at the relevant time preclude, or would unduly delay or affect, the provision of that Service.

2.4 Provisioning

- (a) Superloop will provision the Service to the Site by terminating the Service with Superloop demarcation Equipment. Superloop will provision the Service by the RFS Date in accordance with Good Industry Practice.
- (b) Where a Third Party network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.

2.5 Site access

- (a) Superloop will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Superloop supplies the Service.
- (b) Superloop's obligation under clause 2.5(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.

2.6 Network Access Points

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

2.7 Testing of Services

Before making a Service available to You, Superloop will test the ports at the Network Access Point to ensure the Service is active and conforms to the Technical Specifications.

2.8 Handover of Services

On or before the RFS Date for a Service, Superloop will make the Service available to You and give You written notice of such availability:

- (d) warranting that Superloop has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You:
 - (i) circuit identifiers; and
 - (ii) a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable You to exercise Your right to use that Service in accordance with the Agreement.

2.9 Acceptance Testing

Upon receipt of a notice from Superloop under clause 2.8, You will have 14 days to test the Service. The Service will be accepted on the earlier of:

- (a) You notifying Superloop that the Service is accepted;
- (b) expiry of the 14 day testing period without notifying Superloop of any failure of the Service to meet the Service Levels; or
- (c) You commence using the Service for a purpose other than acceptance testing.
- (d) If You notify Superloop of a failure of the Service to meet the Service Levels, Superloop will rectify the fault and re-test the Service and repeat the steps in clauses 2.7 to this clause 2.9.

2.10 Failure to make a Service available at a Network Access Point

- (a) Superloop's obligation to make a Service available at a Network Access Point by the RFS Date will be extended to reflect any delay in achieving the RFS Date caused or contributed to by You, any Third Party or a Force Majeure Event.
- (b) Subject to clause 2.10(a), if Superloop fails, to make a Service available to You at a Network Access Point within 60 days of the RFS Date applicable to that Network Access Point, You may, by notice in writing to Superloop:
 - (i) request that the parties negotiate an alternative Network Access Point in good faith; and
 - (ii) if the parties cannot agree on an alternative Network Access Point within 30 days, Superloop will have no further obligation in respect of the original Network Access Point and (as Your sole and exclusive remedy) You may terminate the affected Service by written notice to Superloop.

3. Your obligations

3.1 Address information

- (a) You must provide accurate and complete Site address information to Superloop for use in qualifying each Service. You may be liable for any costs incurred by Superloop due to any incorrect, false or misleading information You provide.
- (b) If You change the Site locations prior to the delivery of the Service, You must pay Superloop'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 Superloop do so on Your behalf. You agree to pay Superloop 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

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

- (a) Superloop will provide Fibre in accordance with the Network Specifications;
- (b) Superloop 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, continues to meet the Service Levels;
- (c) Superloop may intercept, without any prior or subsequent notification to You, communications carried over the Service in order to meet any lawful request or direction of a law enforcement or other agency which has powers to require interception and You agree to provide all reasonable assistance to Superloop in respect of Superloop's power to intercept communications;
- (d) subject to clause 3.3(e), to the fullest extent permitted by law Superloop retains all intellectual property rights and all other rights of ownership in the Network and the Network Specifications;
- (e) Superloop grants You a licence for the Service Term to use the intellectual property rights in the Network and the Network Specifications, including the right to reproduce the Network Specifications, for the sole purpose of exercising Your rights under the Agreement for a fee as set out in the relevant Service Order.

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 must not use any Service to provide dark fibre services to other telecommunications carriers or licensees or "cloud" service providers located in and/or interconnecting to a Site listed in a Service Order. 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.
- (b) 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 Superloop; and
 - (ii) Superloop may elect to give You a notice requiring You to remedy such breach to the reasonable satisfaction of Superloop within 21 days of the date Superloop gives the notice to You.
- (c) If You fail to remedy the breach within the time specified in clause 3.4(b)(ii), without limiting Superloop's other legal right or remedies, Superloop may elect to terminate the relevant Service with immediate effect by giving a further written notice to You, provided Superloop has given You the notice outlined in clause 3.4(b)(ii).
- (d) Clause 3.4(a) does not apply where You use the Service to provide dark fibre services to Your Affiliates.

4. Access

Fibre is the only access method available for the Service.

5. Maintenance

5.1 Planned Outage Periods

Superloop will, wherever reasonably practical in the circumstances, give You at least 10 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.

5.2 Minimise Disruption

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

6. Faults and Fault Tickets

6.1 Reporting Faults

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

6.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix	Urgency			
Impact	Critical Entire business affected	High Wide spread business impact	Medium VIP or small user impact	Low Single user
Critical Critical site or business service offline Complete interruption of Services at multiple sites	P1	P2	P2	P3
High Significantly reduced performance of critical sites or business services Single site offline	P2	P2	P3	P3
Medium Single site degraded Secondary service degraded or offline Permanent solution or workaround is available to restore the functionality of the Service	P2	P3	P3	P4

Low No Impact	P3	P3	P4	P4
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6.3 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.

6.4 Closure of Fault Tickets

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

6.5 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 Your Equipment) or the Fault is due to damage caused by You, You will bear the cost of Superloop sending contractors to investigate the reported Fault.

6.6 Fault restoration

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

Fault	Response	Restoration Target
P1	15 minutes	8 hours
P2	15 minutes	8 hours
P3	15 minutes	8 hours
P4	8 hours (during business hours)	3 Business Days
Service Request	2 Business Days	Negotiable

6.7 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 Superloop.

7. Service credits

7.1 Service credits – Non-Diverse Services

Subject to the Service credit conditions listed in clause 7.3 and in the event of Superloop failing to meet the Service Availability Target for a Fault on a Non-Diverse Service, 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

7.2 Service credits – Diverse Services

Subject to the Service credit conditions listed in clause 7.3 and in the event of Superloop failing to meet the Service Availability Target for a Diverse Service, the following Service credits will apply.

Service Availability Target (per Site)	Incremental deviation from Service Availability	Service Credit for first increment	Service Credit for subsequent increments
100%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service

7.3 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 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.

8. Changes

8.1 Relocations

- (a) In the event You require a relocation of a Service to a new Site, You must make a written request to Superloop in a manner nominated by Superloop. You acknowledge that not all Services can be relocated.

- (b) Superloop will respond to Your request and advise You, in its absolute discretion, 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.

8.2 Upgrades

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

8.3 Service Order

When You make a request under clauses 8.1 or 8.2 which is accepted by Superloop, 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.

8.4 Variations by Third Parties

Without limiting Superloop's rights under any other clause of the Agreement, Superloop 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 Superloop is varied, terminated or replaced and as a result of that variation, termination or replacement, Superloop considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

9. 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, unless the context otherwise requires:

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

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

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 Superloop.

Diverse Service means a Service that uses multiple, physically diverse paths to provide a redundant or protected connection between two end points.

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;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (d) Superloop suspending the Service in accordance with the Agreement;

- (e) a Planned Outage Period; or
- (e) a Force Majeure Event.

Fault means one or more fibre cores within a Service do not meet the Network Specifications, other than 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 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- (b) the failure of multiple (or all) fibre cores within a Service (i.e. 12 cores between two Facilities) is treated as a single Fault.

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

Feasibility Study refers to a service qualification or Site survey.

Feasibility Study Charge means the Charge for the Feasibility Study as set out in a Service Order.

Fibre means the optical fibre cable used to provide Service.

Fault Restoration Target has the meaning given in clause 6.6.

Fault Ticket has the meaning given in clause 6.3. .

Good Industry Practice means the practice of a reasonable and prudent operator in the same business as the party required to comply with good industry practice.

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

Network Access Point has the meaning given by clause 2.4.

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

Non-Diverse Service means a Service ordered on a single path between two end points, or a Service which shares some common path with another Service.

Planned Outage Periods means the period during which Superloop, or a party on behalf of Superloop, 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, or when Superloop otherwise becomes aware of the Fault; and
- (b) ends when the Fault is remedied.

RFS Date means the requested date for delivery of a Network Access Point, as specified in the relevant 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 means the fibre optic capacity ordered by You between two or more Facilities, as specified in a Service Order.

Service Availability Target has the meaning set out in clauses 7.1 and 7.2.

Site means each of Your physical premises or a Facility located at the addresses specified in the Service Order.

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

VLAN means virtual local access network.

Schedule 1 - Network Specifications

FIBRE INTEGRITY SPECIFICATIONS CHARACTERISTICS OF SINGLE MODE OPTICAL FIBRE ACCORDING TO ITU-T G.652

<i>PARAMETER</i>	<i>VALUE</i>
Acrylate Coating Diameter Cladding Diameter Cladding Non-circularity Core/Cladding Concentricity Error	245 ± 5 µm 125 ± 1 µm ≤1.0% ≤ 0.5 µm
Attenuation at 1310 nm	0.40 dB/km maximum increasing by .01 dB/km/year on the anniversary of the first RFS Date for the remainder of the Service Term
Attenuation at 1550 nm	0.3 dB/km maximum increasing by .01 dB/km/year on the anniversary of the RFS Date for the remainder of the Service Term
Mode Field Diameter at 1310 nm Cabled Cutoff Wavelength	9.2 ± 0.4 µm less than 1260 nm
Minimum Zero Dispersion Wavelength Maximum Zero Dispersion Wavelength Dispersion Slope (maximum at λ_o) Dispersion window 1285 – 1330 nm Maximum Dispersion at 1550 nm	1300 nm 1322 nm 0.092 ps/(nm ² .km) 3.5 ps/(nm.km) 18 ps/(nm.km)
Proof Test Strain	1.0 %