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Certain words are used with the specific meanings set out on page 11 and in the General Terms of Our Customer Terms (“**General Terms**”).

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## 1 About this section

### Our Customer Terms

- 1.1 This is the Telstra Wavelength section of Our Customer Terms. The General Terms also apply unless you have a separate agreement with us, which excludes the General Terms.

### Inconsistencies

- 1.2 This section applies to the extent of any inconsistency with the General Terms.
- 1.3 If a provision of this section lets us suspend or terminate your service, that’s in addition to our rights to suspend or terminate your service under the General Terms.

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## 2 Telstra Wavelength

### What is TWS and its minimum term?

- 2.1 The Telstra Wavelength service (“**TWS**”) is a high capacity, point-to-point data carriage service that uses optical fibre cabling and wavelength division multiplexing. TWS comprises:
- (a) an optical fibre connection between your Sites;
  - (b) wavelength division multiplexing equipment at each Site; and
  - (c) management of the above connection and equipment.
- 2.2 TWS is suitable where you need high bandwidth connections over a short distance between major sites, such as data centres or for disaster recovery purposes.
- 2.3 To order a TWS, you must complete and send us an Application Form. We can accept or reject your Application Form at our choice. For example, we might reject your Application Form if it’s not technically feasible to provide you with the TWS.
- 2.4 You must take each TWS for a minimum term of 12 months or any longer period set out in your Application Form or your separate agreement with us (if applicable).
- 2.5 After the applicable minimum term for each TWS, that TWS automatically renews on a month-to-month basis on the same terms (including price), unless you or we terminate that TWS by giving at least 30 days’ prior written notice.

### No assignment or resupply

- 2.6 TWS isn’t available to Telstra wholesale customers or for resale. You mustn’t assign or resupply TWS to a third party.

### **We have to approve your requests**

- 2.7 In this section, where you can apply, request, ask, choose, are eligible (or any other similar wording) for a service, feature, functionality, or any other item (“**Request**”), we can accept or reject that Request at our choice. For example, we may reject your Request if TWS isn’t available in your area, or your equipment isn’t compatible with TWS.

### **When we perform work**

- 2.8 Unless otherwise stated, we perform work as part of TWS (including installation, configuration, site audits and feasibility studies) during Business Hours. Additional charges apply outside Business Hours. We can confirm these charges on request.

### **TWS availability**

- 2.9 TWS is only available in certain areas. We can confirm these areas on request.
- 2.10 TWS’ availability depends on a few factors, including availability of suitable infrastructure and you having appropriate equipment and interfaces.

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## **3 Details of your TWS**

### **Feasibility study and time to install TWS**

- 3.1 We must complete a feasibility study to check that you qualify for TWS.
- 3.2 If you meet the requirements of the feasibility study, we aim to install your TWS within 40 Business Days. We measure this from the time you give us all the information we need until the time we complete your provisioning.

### **What happens if your Site isn’t ready for install?**

- 3.3 If a Site isn’t ready for installation of TWS within 40 Business Days of us completing your feasibility study and we didn’t cause this delay, you must start paying us the charges for TWS (including installation, relocation and rental charges).

### **You can choose interface and channel speed**

- 3.4 You can choose interface and channel speed options for your TWS from a list we make available from time to time. You must ensure that the Sites connected by your TWS have the same chosen channel speed.

### **Relocating your TWS**

- 3.5 If you ask us to relocate your TWS and we agree to this, you must pay us the applicable relocation charges set out in your Application Form or your separate agreement with us (if applicable), together with any additional charges that we identify at the time we conduct a feasibility study for that relocation.
- 3.6 Despite anything else in this section, if we agree to relocate your TWS, and you pay us the charges described above and continue to acquire that TWS for the remainder of its

minimum term, such relocation is not a cancellation or termination of that TWS. This means that the early termination charges under clause 7.5 don't apply to that relocation

### **We don't supply to demand aggregators**

- 3.7 TWS isn't available if you use or plan to use it as a demand aggregator.
- 3.8 A demand aggregator is someone who obtains TWS to use in conjunction with other equipment, to aggregate demand from multiple sub-addresses at a single residential location (for example, a gated community or block of apartments).
- 3.9 You represent that at all times, you won't use TWS as a demand aggregator.
- 3.10 You must immediately tell us if you use or intend to use TWS as a demand aggregator. If this happens, or we find out that it happened, we can immediately cancel your TWS.

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## **4 TWS equipment**

### **What equipment do we provide?**

- 4.1 We install Equipment at your Site as part of TWS. Title in the Equipment remains with us at all times.
- 4.2 We'll manage the repair of our Equipment in accordance with our "Basic Managed" service tier, as described in the Managed Data Networks section of Our Customer Terms.
- 4.3 In relation to our Equipment, you must at all times, take proper care of it and:
  - (a) ensure it's not damaged, destroyed, lost or stolen, or modified (except by us); and
  - (b) ensure its operating environment is maintained in accordance with our instructions from time to time.
- 4.4 If a TWS expires or is terminated, we aim to collect all our Equipment within 60 days after such expiry or termination. If we request, you must reasonably cooperate with us and ensure that we have prompt access to any site for this collection.
- 4.5 If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our Equipment.
- 4.6 You indemnify us from all claims, losses, damages, costs and expenses (including legal expenses) we may incur, suffer or are liable for arising out of or in connection with anything done by us (or on our behalf) in removing or repossessing our Equipment.

### **What about your equipment and cabling?**

- 4.7 To apply for and continue to use TWS, you must at all times:
  - (a) ensure that your equipment is compatible with the TWS and meets our technical and other requirements that we specify from time to time; and

- (b) provide, operate and maintain all cabling, optical patch cords, attenuators, devices or other connectivity we require from time to time.
- 4.8 Your obligations in clause 4.7(b) include providing cabling to connect the TWS from our Network Boundary to your equipment and to connect our Equipment to your equipment. You can ask us to do this for you at additional cost.
- 4.9 We connect your existing cabling at your Site to TWS if it's been installed:
- (a) by a registered cabling service provider; and
  - (b) meets minimum technical requirements that the Australian Communications & Media Authority ("ACMA") determines from time to time.
- 4.10 You must ensure that your equipment and the supplier of such equipment comply with the ACMA's data terminal equipment permit requirements from time to time.
- 4.11 You must give us accurate equipment configurations so we can set up TWS with compatible configurations. If you don't do this, you must pay us the applicable charges in connection with us identifying any fault or reconfiguring your TWS. We can confirm these charges on request.

### **Your liability to us**

- 4.12 You must pay all costs and expenses we incur in replacing, repairing, or modifying our Equipment or other property where we need to do so due to:
- (a) connecting equipment to our network (except where it's our Equipment);
  - (b) any change to your equipment or interference by your equipment with any of our Equipment or other property; or
  - (c) your equipment or anything you, or a party acting on your behalf (other than us), has done.

### **Where's the Equipment located?**

- 4.13 The Equipment's standard location at your Site is the building communications room or the "Main Distribution Frame" room, if it exists. We deliver TWS to this location.
- 4.14 You can ask to have the Equipment provisioned on your own floor (for example, in your own communications room) or a location other than the building communications room. If we agree to this, additional charges apply, which we can confirm on request.
- 4.15 You can ask us to supply and provide the following at your cost:
- (a) diverse access links;
  - (b) cable upgrades from the property entry point to the building entry point via trenching supplied by you or us (the building entry point is the point where a cable crosses or goes through the perimeter of your building);

- (c) alternate or diverse cable entry point to building;
- (d) additional service commissioning tests; or
- (e) any other work specifically requested on your Site.

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## 5 What you must do

5.1 You must at all times and at your own cost:

- (a) ensure our personnel are in a safe working environment when on your premises;
- (b) ensure your maintenance contact agreed with us (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 TWS or working at your Site;
- (d) obtain all third party consents needed for us to use the facilities, sites and any materials we request to perform TWS;
- (e) give us floor plans showing power distribution and agreed equipment placement;
- (f) provide us with a secure and lockable storage area for our equipment during installation and commissioning of TWS;
- (g) maintain an appropriate power supply to any Equipment that requires it; and
- (h) ensure that only we or our representatives carry out connections and disconnections to TWS and the Equipment

5.2 If you fail to meet any of your obligations under this section:

- (a) we get an extension of time, to reasonably reflect the effects of your failure; and
- (b) you must promptly pay us any costs we incur from the failure, including costs associated with down time and re-scheduling of resources (calculated at our then current time and material rates).

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## 6 What are the TWS charges?

6.1 The charges for TWS are in your Application Form, your separate agreement with us (if applicable) or are otherwise quoted on request. These include installation charges, monthly rental charges and other charges.

6.2 Monthly rental charges are payable in advance. All other charges are payable in arrears.

### Charges depend on your location

6.3 Your charges for TWS depend on the zone or area your Site is located in, as advised to you when you apply for the service, and from time to time.

### Network extension charge

- 6.4 If the point where the cable or optic fibre enters your property is over 500 metres from the nearest part of our existing network that is used to connect TWS, additional charges apply, which we can confirm on request.

### Service extension charge

- 6.5 A charge applies (confirmed on request) for installing alternative cabling if you occupy premises for which our Network Boundary is a main distribution frame (“MDF”) and:
- (a) there’s no suitable cabling system capacity at the premises to extend cabling from the MDF to the location you request; or
  - (b) you don’t want TWS to be connected through the MDF.

### Cabling charge

- 6.6 We charge you for providing and installing cabling to your Site beyond the standard service delivery point. We can confirm these charges on request.

### Charges for change of service

- 6.7 You can ask to change your TWS (for example, bandwidth changes). If we agree, we’ll confirm the applicable charges for that change and any other changes to your service charges.

### Indoor removal and miscellaneous works

- 6.8 Additional charges apply (confirmed on request) for any indoor removal of your TWS.

### ACT Government Utilities Tax Charge

- 6.9 For ACT customers: If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to any other fees or charges set out in this section or in your separate agreement with us (if applicable). See the General Terms of Our Customer Terms for Small Business or Corporate customers at [http://www.telstra.com.au/customerterms/bus\\_government.htm](http://www.telstra.com.au/customerterms/bus_government.htm) (and any other contractual arrangements you may have with us), whichever is applicable.

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## 7 Cancellation and termination

### If you cancel the TWS

- 7.1 If you order a new TWS and cancel it within 15 Business Days, you must pay all costs we incur but those costs are capped up to the full amount of the relevant installation charge that is set out in your Application Form or your separate agreement with us (if applicable).
- 7.2 If you cancel it after that 15 Business Day period, you must pay us the full installation charge that is set out in your Application Form or your separate agreement with us (if applicable).

7.3 You must also pay us the early termination fee below.

### If we cancel the TWS

7.4 We may immediately terminate your TWS by telling you if:

- (a) we can't enter a site to inspect, repair or maintain our Equipment after giving you reasonable prior written notice of that inspection, repair or maintenance;
- (b) you don't promptly fix any equipment defect or inadequacy (which we don't maintain), needed for TWS, within a reasonable period of us telling you about it; or
- (c) you vacate a Site.

### What is the early termination fee?

7.5 Any early termination fee applies if the following occurs before the end of the applicable minimum term:

- (a) we cancel a TWS due to your material breach; or
- (b) you terminate a TWS, except where the termination is due to our material breach.

7.6 The early termination fee is 50% of  $A \times B$  where:

**A** is the average charges paid and payable each month by you for the TWS and any other service or feature under this section, up to the date of cancellation.

**B** is the number of months (or part of a month) from the date of cancellation until the end of the applicable minimum term.

You acknowledge that this is a genuine pre-estimate of our loss (including loss of profits).

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## 8 What are the service availability targets?

8.1 You can choose "unprotected" or "protected" levels with your TWS.

8.2 Unprotected means there's a single fibre path. This means there's a single:

- (a) physical interface at the service delivery point;
- (b) building entry point; and
- (c) optical fibre pair between your two sites.

8.3 Protected is available in the following 3 options:

- (a) **Bronze** – we provide fully diverse fibre between your two Sites. There's no protection at the chassis or customer interface level;



- (b) **Platinum** – we provide fully diverse fibre between your two Sites, dual line cards and dual customer interfaces. There's no redundancy at the chassis level; and
- (c) **Platinum Plus** – we provide fully diverse fibre between your two Sites, dual line cards, dual customer interfaces and dual chassis. You must manage the failover between the two diverse circuits.

8.4 The service availability target is calculated as follows:

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

8.5 “**Outage Time**” starts when you report a fault to us and release TWS to us for maintenance action and ends when we return TWS to you for use. Outage Time doesn't include:

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

8.6 We aim to meet the following service availability targets for TWS:

Protection level	Service availability target (measured in each Period)
Unprotected	99.91%
Protected – Bronze	99.93%
Protected – Platinum	99.95%
Protected – Platinum plus	99.99%

8.7 The service level and service availability targets and all our other obligations in this section 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.

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## 9 Service assurance

### Fault reporting and repair

9.1 As part of TWS, we provide a 24 hour, 7 day a week:

- (a) fault reporting service for telling us about faults with TWS; and
- (b) maintenance and repair service for faults with TWS.

9.2 Your monthly rental charge includes maintenance up to our Network Boundary and, where applicable, of the NTU only. Maintenance of any telecommunications cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.

### Target Response and Repair Times

- 9.3 Our target Response and Repair Times only apply to faults within our maintenance responsibilities.
- 9.4 For faults with TWS, we aim to:
- (a) respond to you within one hour of us detecting the fault; and
  - (b) repair the fault within 8 hours of us detecting the fault unless you have purchased an enhanced level of service assurance from us.
- 9.5 For your target Response and Repair Times, we add 1 Business Day for rural sites and 2 Business Days for remote sites. We can confirm on request if your Site is rural or remote.

### Temporary and emergency repairs

- 9.6 Sometimes, we do temporary repairs so you can use TWS before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.
- 9.7 We prioritise repairing major faults that affect several customers. If a major fault occurs, we may not meet our targets to you for repairing TWS.

### Faults caused by interference or you

- 9.8 We're not responsible for failing to meet our obligations in relation to TWS for incidents or faults in TWS caused or contributed to by the following (and additional charges apply (confirmed on request), if we investigate or repair them):
- (a) you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of the equipment used to support TWS);
  - (b) the cutting of cable or fibre which affects your TWS;
  - (c) equipment we didn't supply as part of your TWS;
  - (d) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or
  - (e) any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightning, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).

### Service appointment times

- 9.9 We'll arrange service appointment times for restoring and repairing faults with you and you mustn't unreasonably refuse our appointment time requests.

### Planned outages

- 9.10 Where reasonably practical, we'll give you advance notice of planned outages, where we think the outage will cause significant interruption to your TWS.
- 9.11 However, if we reasonably think that an urgent outage is needed (including to fix critical problems), we try to notify you of the outage as soon as reasonably practicable.

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## 10 Special meanings

- 10.1 The following words have the following special meanings:

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

**Business Day** means Monday to Friday (excluding local public holidays).

**Business Hours** are 8am to 5pm (AEST) on Monday to Friday (excluding local public holidays).

**Equipment** means the wavelength division multiplexing equipment and any other equipment we provide to you as part of the TWS.

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

**Network Boundary** means the boundary determined under section 22 of the Telecommunications Act 1997.

**NTU** means Network Termination Unit and is a Telstra network device.

**Period** means the period of 3 calendar months commencing from the service start date for the relevant TWS and every 3 calendar months afterwards.

**Response Time** means the time we take to locate and start fixing a reported fault. We are deemed to have responded to a fault report after we tell 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.

**Repair Time** starts when we receive from you, a report of a TWS fault 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 TWS as we may agree with you.