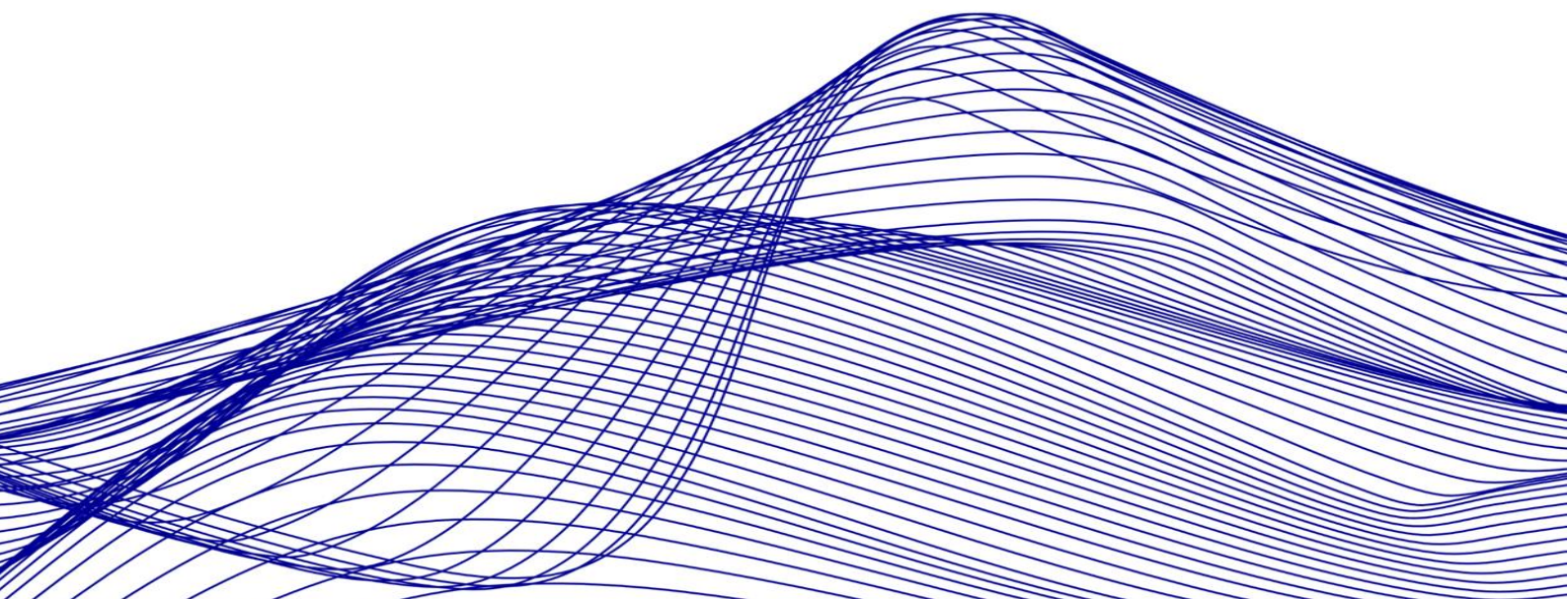


# Dark Fibre Service Schedule

Version 1.2

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# Dark Fibre Service Schedule

## Nomenclature

Terms used but not defined in this Service Schedule have the same meaning given in the Standard Terms and Conditions.

Plurals maintain the same meaning as the singular and vice versa.

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

**Customer** means the Customer as set out in the Dark Fibre Service Order, and also includes the references “You” and “Your”.

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

**End Point** means a demarcation point where the Titan Telecoms optical fibre ends and the Customer fibre optic cable begins, located at a place specified in the Dark Fibre Service Order.

**Standard Terms and Conditions** mean the Standard Terms and Conditions between Titan Telecoms and the Customer, governing the general terms and conditions on which the Services are provided under this Service Schedule and any applicable Service order from time to time, available on the Titan Telecoms website.

**Customer Provided Equipment** means equipment provided by the Customer.

**High Powered Optical Emitter** means a light emitting diode, laser or other device which with an output power at the point of emission equal to or greater than 250mW.

Titan Telecoms SLA means the Titan Telecoms' Service Level Agreement, which can be found on the Titan Telecoms website as amended from time to time.

## **Dark Fibre Services**

### **Parties**

This Schedule applies between Titan Telecoms and the Customer in relation to the supply of Dark Fibre Services

### **The Service**

Dark Fibre Services are comprised of one or more unlit, single mode, non-dispersion shifted optical fibre(s) connecting two End Points.

The End Points (A-end and B-end) are located at the sites identified in the Service Order.

The Dark Fibre Service is provided as a single "point-to-point" service. Each individual Dark Fibre Service consisting of one or more unlit optical fibres is non-diverse.

### **Routing**

The routing of the Dark Fibre Service is at the sole discretion of Titan Telecoms. You may request special routing or additional diversity arrangements; however Titan Telecoms are not obliged to accept such requests. We may accept a request subject to agreement on additional charges (including installation, construction or other associated charges) and any such arrangements will be documented in the Service Order.

### **Supply of Services**

Titan Telecoms will provide the Dark Fibre Service(s) to the Customer in alignment with the terms of the Standard Terms and Conditions, this Service Schedule and any special conditions or terms outlined in the applicable Service Orders, all of which are binding on the Customer. The Customer must use the Dark Fibre Services in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders and all applicable laws.

### **Exclusive Licence**

Titan Telecoms grants to the Customer an exclusive licence to use the Circuits, subject to the terms of this Service Schedule, the Standard Terms and Conditions and any relevant Service Order. The Customer acknowledges that the Circuits are provided on an unmanaged basis and Titan Telecoms is not responsible for Customer Provided Equipment.

### **Relocation**

Titan Telecoms may, with 30 days' written notice to the Customer, relocate the Circuit and must reasonably endeavour to minimise disruption to, or non-availability of, the Dark Fibre Service in the process of doing so.

## **Service Delivery & Acceptance**

### **Service Delivery**

Titan Telecoms will reasonably endeavour, with due consideration given to the relevant commercial, economic, and operational matters, to commence provisioning of the Dark Fibre Service in accordance with the service delivery targets set out in the Titan Telecoms Service Level Agreement.

### **Acceptance Testing**

Titan Telecoms must submit the Dark Fibre Service to standard acceptance testing and ensure that the Dark Fibre Service meets the required standards as defined in Annexure 1 – Acceptance Testing. Titan Telecoms must notify the Customer once Acceptance Testing is complete.

## Equipment

The Customer may connect any optical transmission equipment to the Circuits, provided the equipment complies with all applicable standards set out by the Australian Communications and Media Authority (ACMA), relevant Australian Standards and meets or exceeds electromagnetic compliance (EMC) standards.

The Customer is responsible for providing all Customer Provided Equipment used in connection with the Dark Fibre Service, including any optical patch leads which are required to connect the Dark Fibre Service to the Customer Provided Equipment.

The Customer is responsible for the installation, operation, maintenance, service, ongoing support and removal of Customer Provided Equipment used in conjunction with the service. Titan Telecoms can and will not provide support for the service past the End Point.

The Customer must ensure that all Customer Provided Equipment connected to a Circuit:

- (a) Is fitted with an automatic power reduction system which will, in the event of a break in the optical path of the Circuit, automatically reduce the power of or disable the emitting lasers in the system in such a way as to ensure that the assessable emission level of laser radiation at any stage of operation, including during commissioning or maintenance, does not exceed 'Class 1M' levels as defined in IEC 60825.1; and
- (b) Does not at any time exceed a maximum transmitted optical power level of 500mW (+27dBm) for non-RAMEN systems and a maximum of 1.58W (+32dBm) for RAMEN systems.

If the Customer attaches a High Powered Optical Emitter to the Circuit, the Customer must notify Titan Telecoms and provide:

- (a) Details of how the automatic power reduction system operates, including the time required for the system to identify a break in the Circuit and reduce the power accordingly.
- (b) Steps taken to mitigate the risk of fibre fuse, and;
- (c) A risk management plan outlining controls, both technical and process, for ensuring safe working conditions for technicians operating on or around the High Powered Optical Emitter, including steps for reducing the power on the Circuit while under maintenance.
- (d) Titan are in no way liable for any injury to Customer from any High Powered Optical Emitter installed.

When using a Visual Fault Locator (VDL) device for fibre identification, 'Location Hazard Level 2M' (as defined in IEC 60825.1) is allowable.

## **Back-to-Back Commercial Arrangements**

The agreement between Titan Telecoms and the Customer in its entirety, including the Standard Terms and Conditions, Dark Fibre Service Schedule and Service Order is subject to the terms of any underlying facilities access agreement, lease(s) or licence(s) or any other superior right in terms of which Titan Telecoms gains access to the duct(s) and property/properties.