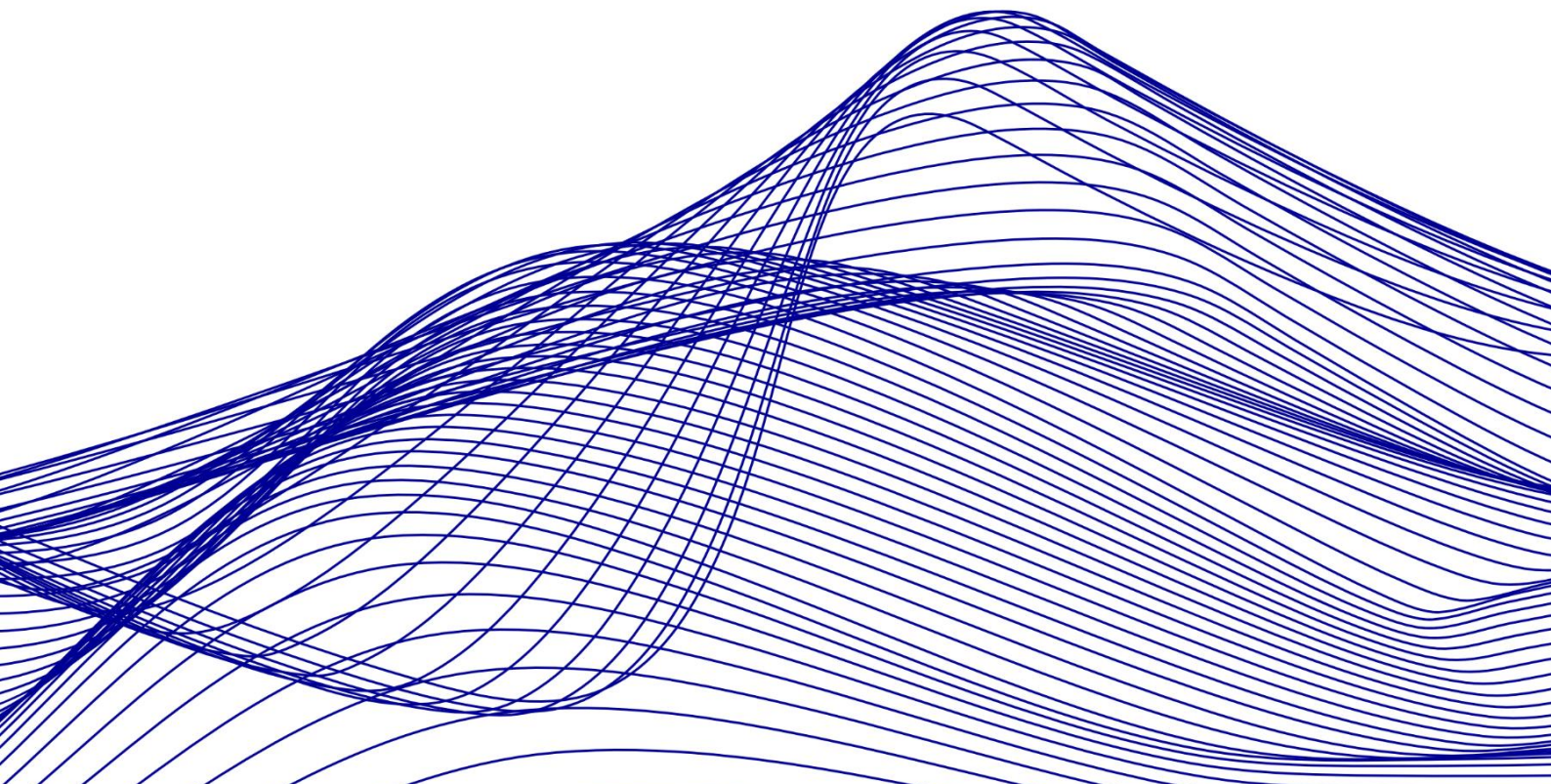




# Wavelength Service Schedule

Version 1.2

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4/04/2024

# Wavelength 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.

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

*End User* means a customer of the Customer.

*Protected Service* means a Wavelength Service which includes either core protection or end-to-end protection as described in Clause 6.

*Unprotected Service* means a transmission service between two points whereby a failure in a transmission circuit or equipment on the primary path between the two points would result in a full or partial failure of the Wavelength Service.

*Wavelength Service* has the meaning set out in Clause 11 of this Service Schedule.

*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 Wavelength Service Order.

*Service Delivery Point* means the sites at which Titan Telecoms will install Titan Telecoms Equipment necessary to provide the Service Interface as specified in the Service Order.

*Service Interface* means the physical interface at the Service Delivery Point at which the Customer connects or otherwise attaches to the Wavelength Service.

*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 form from time to time. Available on the Titan Telecoms Website at <https://titantelecoms.au/legalcontracts/>

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

*Titan Telecoms SLA* means the Titan Telecoms' Service Level Agreement, that outlines specific expectations for the Services, as provided by Titan Telecoms on our website: [titantelecoms.au/legalcontracts/](https://titantelecoms.au/legalcontracts/)

## Wavelength Services

1. This Service Schedule applies to wavelength services delivered using:
  - a. Ethernet
  - b. SDH
  - c. Fibre Channel
  - d. OTN

(collectively and individually referred to as 'Wavelength Service'). It will apply to the first and any subsequent Service Orders for any and all Wavelength Services executed by the Customer and Titan Telecoms.

2. Titan Telecoms will provide the Wavelength Service to the Customer according to the terms set out in the Standard Terms and Conditions, this Service Schedule, the Titan Telecoms SLA and any applicable Service Orders, in accordance with the precedence set out on the Standard Terms and Conditions, all of which are binding on the Customer (the 'Agreement'). The Customer must use the Wavelength Services (and, where applicable, will ensure that its End Users use the Wavelength Service) in accordance with the terms of the Agreement and all applicable laws.
3. The Wavelength Service is delivered over optical fibre.
4. The Wavelength Service is available with the following Service interfaces, although not all Service Interfaces will be available at all locations:
  - a. Ethernet
  - b. SDH
  - c. Fibre Channel
  - d. OTN
5. The Wavelength Service is provided, by default, as an Unprotected Service. Titan Telecoms may provide, upon request and execution of the relevant Service Order, a Protected Service.

6. Protected Services may be provided where available and after a feasibility assessment has been completed by Titan Telecoms to confirm availability. Pricing for the Protected Service is available on request. The Service Order specifies which of the following protection options apply to the Protected Service:
  - a. Core protection – whereby a failure in the network that connects two major transmission nodes of the Titan Telecoms network would not result in a full failure of the Wavelength Service; or
  - b. Geographical protection – whereby a failure in any single part of the Titan Telecoms network (but excluding the Service Interface) would not result in a full failure of the Wavelength Service; or
  - c. Geographical and Electronic protection – whereby two Service Interfaces on different equipment and paths are provided to the Customer and the Customer elects to provide their own protection over the two discrete services.
7. Where a customer protected service is provided, Titan Telecoms may, request, no more than once per billing period, evidence that the protection path is not being used by the Customer for the purpose of carrying traffic when the primary path is not in a fault state.
8. Where the Customer is deemed, at Titan Telecoms sole discretion, to be using the protection path for carrying traffic when the primary path is not in a fault state, Titan Telecoms reserves the right to charge the Customer for the protection path at the same rate defined for the Protected Service as per the Service Order.
9. The Wavelength Service is delivered between location(s) and at the bandwidth specified in the Service Order for the Initial Term. The speed of a Wavelength Service is determined by the bandwidth of the Service Interface.
10. The Wavelength Service is provided over dedicated bandwidth between the two Service Interfaces.
11. The Wavelength Service offers connections at a range of bandwidths from 10Gbps to 400Gbps over optical fibre and is available within the Relevant Coverage Area subject to availability of infrastructure capacity and Service Interfaces.
12. The Customer is responsible for ensuring the latency between any Customer Equipment connected to the Wavelength Service is within the specifications or limits applicable to that equipment.
13. The Customer acknowledges that the latency of the Wavelength Service may change from time to time as Titan Telecom changes the routing, path or protection parameters in the Core Network used to deliver the Wavelength Service.

### **Connection to the Service**

14. Titan Telecoms will provide a standards-based interface for the Customer to connect to the Titan Telecoms network at the nominated Customer Service Delivery Points.

### **Service Provision**

15. Titan Telecoms will use reasonable endeavours, considering relevant commercial, economic, and operational matters, to commence provisioning of the Wavelength Service in accordance with the service delivery targets set out in the Titan Telecoms SLA.
16. Titan Telecoms may vary the Wavelength Service if reasonably required for technical, operational, or commercial reasons provided such variation does not have a material adverse effect on the Customer.

### **Service Level Agreement**

17. Titan Telecoms will provide the Service in accordance with the Titan Telecoms SLA.

### **Equipment**

18. The Customer is responsible for the configuration, maintenance, and correct operation of any Customer Equipment it uses in conjunction with the Wavelength Service and any third-party services the Customer uses in conjunction with the Wavelength Service;
19. Titan Telecoms is not liable for faults caused by:
  - a. Networking devices used by the Customer to terminate the Wavelength Services; or
  - b. Third parties to Customer Equipment; or
  - c. Other related services consumed by the Customer (e.g. services not provided by Titan Telecoms).

### **Relocations**

20. In the event the Customer requires a relocation of the Wavelength Service to a new location, it must give Titan Telecoms a written request in a matter nominated by Titan Telecoms.
21. The customer acknowledges that not all Wavelength Services can be relocated.
22. Titan Telecoms will respond to the request and advise the Customer, at its sole discretion, whether the Wavelength Services can be relocated.
23. In the event the Wavelength Service can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Wavelength Service because of the relocation.

### **Upgrades**

24. The Customer may request that the Wavelength Service be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different

type of service.

25. A once-off upgrade fee and additional monthly fees may apply

