

5GN DARK FIBRE SERVICE SCHEDULE

5G NETWORK OPERATIONS PTY LTD

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Table of Contents

1.	DEFINITIONS AND INTERPRETATION	1
1.1	Definitions.....	1
1.2	Application of the General Terms.....	3
2.	DARK FIBRE SERVICES.....	3
2.1	Service description	3
2.2	Exclusive Use	4
2.3	The Customer's rights.....	4
2.4	Term.....	5
3.	SUPPLY OF SERVICES	5
3.1	Site Suitability Assessment.....	5
3.2	Provisioning	5
3.3	Site access	5
3.4	Network Access Points	6
3.5	Testing of Services	6
3.6	Handover of Services	6
3.7	Acceptance Testing.....	6
3.8	Failure to make a Service available at a Network Access Point	7
3.9	Term.....	7
4.	CHANGES.....	7
4.1	Relocations.....	7
4.2	Service Order Form	7
5.	CUSTOMER'S GENERAL OBLIGATIONS	7
5.1	Address information.....	7
5.2	Equipment	8
5.3	Responsibility for Interconnection	8
6.	MAINTENANCE	8
6.1	Planned Outage Periods.....	8
6.2	Minimise Disruption	8
7.	FAULTS AND FAULT TICKETS	8
7.1	Reporting Faults	8
7.2	Fault classification	8
7.3	Fault Tickets	9
7.4	Closure of Fault Tickets.....	9
7.5	Faults reported in error	9
7.6	Information updates.....	10

8.	SERVICE CREDITS	10
8.1	Service credits – Non-Diverse Services	10
8.2	Service credits – Diverse Services.....	10
8.3	Service credit conditions	11
8.4	SLAs only remedy	11

5GN DARK FIBRE TERMS AND CONDITIONS

BACKGROUND

- A 5G Networks Limited (ASX:5GN) (**5G**) and companies in the 5GN Group supply a range of Services to Customers.
- B This document applies to the supply of Dark Fibre Services to a Customer and, along with the applicable Specifications and General Terms constitutes the Supply Agreement that governs the supply of Dark Fibre Services to the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the contrary intention appears:.

- (a) **Dark Fibre Services** means dark fibre services as described in clause 2.
- (b) **Diverse Service** means a Service that, as specified in the relevant Specifications, uses multiple, physically diverse paths to provide a redundant or protected connection between two end points.
- (c) **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:
- (i) the Customer's acts or omissions or the acts or omissions of the Customer's End Users, agents, contractors or anyone the Customer is responsible for;
 - (ii) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
 - (iii) any failure, incompatibility or error in the configuration of Customer Equipment (including cross-connect cables used by the Customer to connect to the Services);
 - (iv) 5G suspending the Service in accordance with the Supply Agreement;
 - (v) a Fault that arises and is resolved within a Planned Outage Period;
 - (vi) the Customer exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant Specifications;
 - (vii) a Planned Outage Period; or
 - (viii) a Force Majeure Event.
- (d) **Facility** means each data centre or other facility where 5G will provide the Services, as listed in the relevant Specifications.

- (e) **Fault** has the meaning given in clause 7.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by the Customer or the Customer's staff, agents or contractors. For the avoidance of doubt:
 - (i) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 6.1, Planned Outage Periods are not Faults for the purposes of the Supply Agreement; and
 - (ii) the failure of multiple Services over a single Fibre or device is treated as a single Fault.
- (f) **Fibre** means the optical fibre cable used to provide Services.
- (g) **Fault Ticket** has the meaning given in clause 7.3.
- (h) **General Terms** means:
 - (i) if 5G and the Customer are parties to an MSA, the terms set out in the MSA; or
 - (ii) if 5G and the Customer are not parties to a MSA, the general 5G General Terms and Conditions which are available at <https://5gnetworks.au/terms-conditions/>.
- (i) **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.
- (j) **Help Desk** means a service offered by 5G accessed by a telephone number, email address or otherwise, as advised by 5G from time to time, which may be used to convey potential fault information to 5G.
- (k) **MSA** means a Master Services Agreement made between 5G and a Customer.
- (l) **Network Access Point** has the meaning given by clause 3.4.
- (m) **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.
- (n) **Planned Outage Periods** means the period during which 5G, or a party on behalf of 5G, may carry out work on its facilities, networks or systems for any reason, including arising out of or in connection with:
 - (i) installation of infrastructure;
 - (ii) maintenance requirements (including scheduled maintenance);
 - (iii) infrastructure upgrades; and
 - (iv) Network relocation.

- (o) **Regulator** means any foreign or domestic government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency or entity.
- (p) **Remedy Period** means the period that:
 - (i) commences on the earlier of when the Fault is reported to the Help Desk, or when 5G otherwise becomes aware of the Fault; and
 - (ii) ends when the Fault is remedied.
- (q) **RFS Date** means the requested date for delivery of a Service, as specified in the relevant Specifications.
- (r) **Services** means any Dark Fibre Services ordered by the Customer, as specified in the relevant Specifications.
- (s) **Service Availability** is calculated each month as Uptime divided by the number of minutes in the month (less Excused Downtime), expressed as a percentage.
- (t) **Service Availability Target** means 100% for a Diverse Service and 99.95% for a Service that is not a Diverse Service.
- (u) **Site** means each of the Customer's physical premises, including Facilities, located at the site addresses specified in the relevant Specifications.
- (v) **Term** means the term of the Supply Agreement for the supply of the Services ending on the Expiry Date specified in the relevant Specifications unless, terminated or extended in accordance with the Supply Agreement.
- (w) **Third Party** means a person other than 5G or its affiliates (and their respective officers, employees, agents and subcontractors).
- (x) **Uptime** means the number of minutes in each month where the link state of a Service is 'up', rounded to the nearest minute.

1.2 Application of the General Terms

Expressions defined in the MSA and/or General Terms shall have the same meaning when used in this document. This document is to be interpreted in the way provided for in the General Terms.

2. DARK FIBRE SERVICES

2.1 Service description

Dark Fibre Services provide the Customer with a dark fibre telecommunications link between specified end points as set out in the relevant specifications. The Dark Fibre Service allows the Customer to build its own optical fibre network.

2.2 Exclusive Use

5G grants the Customer the exclusive right to use the Services for the Term on the basis that:

- (a) 5G will provide Fibre in accordance with the technical or network specifications as set out in the Specifications (**Network Specifications**);
- (b) 5G will allocate the fibre cores and determine the fibre pathways in each Dark Fibre Service at its sole discretion and may modify, substitute or replace the fibre cores and pathways as reasonably necessary upon reasonable prior notice to the Customer, provided that the Dark Fibre Service, as varied, continues to meet the Service Levels;
- (c) 5G may intercept, without any prior or subsequent notification to the Customer, communications carried over the Dark Fibre Service in order to meet any lawful request or direction of a law enforcement or other agency which has powers to require interception and the Customer agrees to provide all reasonable assistance to 5G in respect of 5G's power to intercept communications;
- (d) 5G retains all intellectual property rights and all other rights of ownership in the Network and the Network Specifications; and
- (e) 5G grants the Customer a licence for the 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 the Customer's rights under the Supply Agreement for a fee as set out in the relevant Specifications.

2.3 The Customer's rights

- (a) The Customer has an unrestricted right to use each Dark Fibre Service for any lawful purpose at each relevant Site provided that, the Customer must not use any Dark Fibre 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 relevant Specifications. For the avoidance of doubt, this clause only prevents the Customer from supplying dark fibre services and does not prevent the Customer from supplying wavelength services, VLANs or any managed services to any party.
- (b) If the Customer provides services in breach of the Customer's obligations in this clause:
 - (i) the Customer must on becoming aware of such breach immediately notify 5G; and
 - (ii) 5G may elect to give the Customer a notice requiring the Customer to remedy such breach to the reasonable satisfaction of 5G within 21 days of the date 5G gives the notice to the Customer.
- (c) If the Customer fails to remedy the breach within the time specified in this clause, without limiting 5G's other legal right or remedies, 5G may

elect to terminate the relevant Dark Fibre Service with immediate effect by giving a further written notice to the Customer, provided 5G has given the Customer the notice outlined in this clause.

- (d) This clause does not apply where the Customer uses the Dark Fibre Service to provide dark fibre services to the Customer's affiliates.

2.4 Term

5G will supply the Services from the Commencement Date to the Expiry Date, unless terminated or extended in accordance with the Supply Agreement.

3. SUPPLY OF SERVICES

3.1 Site Suitability Assessment

- (a) 5G may assess the Customer's Site to determine whether the Site contains the suitable infrastructure, systems and equipment required to facilitate the Services (**Suitability Assessment**).
- (b) Where the Customer requests a Suitability Assessment or 5G requires one to be done, the Customer must pay 5G's standard fees for the assessment (**Suitability Assessment Fees**).
- (c) If the result of the Suitability Assessment is that additional infrastructure, systems or equipment is required for 5G to provision the Service, 5G will advise the Customer of any additional Fees that will apply. If the Customer does not agree to pay those additional Fees, the relevant Service Agreement will terminate. 5G may invoice the Customer for any reasonable provisioning costs 5G has incurred up to the date of termination of the Service Agreement.
- (d) 5G will refund the Suitability Assessment Fees to the Customer where:
 - (i) the Customer proceeds to acquire the Services within the validity period of the assessment;
 - (ii) 5G notifies the Customer of the results of the Suitability Assessment and the Customer confirms that the Customer wishes to proceed with the acquisition of the Services; or
 - (iii) 5G completes the provisioning of the Services without notifying the Customer of the results of the Suitability Assessment.

3.2 Provisioning

5G will take all reasonable steps to provision the Service by the requested RFS Date in accordance with Good Industry Practice. Where a Third Party network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.

3.3 Site access

- (a) 5G will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where 5G supplies the Service.

- (b) 5G's obligation under the above clause 3.3(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.

3.4 Network Access Points

The Network Access Point in respect of each Site where 5G supplies a Service will be at 5G's demarcation point inside the Site.

3.5 Testing of Services

Before making a Service available to the Customer, 5G will test the Services and any associated equipment and infrastructure to ensure that the Services conform with the network and technical requirements as set out in the Specifications.

3.6 Handover of Services

Prior to the Commencement Date 5G will make the Service available to the Customer and give the Customer written notice of such availability warranting that 5G has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to the Customer:

- (a) circuit identifiers; and
- (b) a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable the Customer to exercise the Customer's right to use the Service in accordance with the Supply Agreement.

3.7 Acceptance Testing

Upon receipt of a notice from 5G under clause 3.6, the Customer will have 14 days to test the Service. The Service will be accepted on the earlier of:

- (a) the Customer notifying 5G that the Service is accepted;
- (b) expiry of the 14 day testing period without notifying 5G of any failure of the Service to meet the Service Levels; or
- (c) the Customer commencing using the Service for a purpose other than acceptance testing.

If the Customer notifies 5G of a failure of the Service to meet the Service Levels, 5G will rectify the fault and re-test the Service and repeat the steps in clauses 3.5 to this clause 3.7.

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

- (a) 5G's obligation to make a Service available at a Network Access Point will be extended to reflect any delay in achieving the RFS Date caused or contributed to by the Customer, any Third Party or a Force Majeure Event.
- (b) Subject to the above clause 3.8(a), if 5G fails, to make a Service available to the Customer at a Network Access Point within 60 days of the RFS Date applicable to that Network Access Point, the Customer may, by notice in writing to 5G:
 - (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, 5G will have no further obligation in respect of the original Network Access Point and (as the Customer's sole and exclusive remedy) the Customer may terminate the affected Service by written notice to 5G.

3.9 Term

5G will supply the Services from the Commencement Date to the Expiry Date, unless terminated or extended in accordance with the Supply Agreement.

4. CHANGES

4.1 Relocations

- (a) In the event the Customer requires a relocation of a Service to a new Site, the Customer must make a written request to 5G in a manner nominated by 5G. The Customer acknowledges that not all Services can be relocated.
- (b) 5G will respond to the Customer's request and advise, in its absolute discretion, the Customer 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 Fees.

4.2 Service Order Form

Where the Customer makes a request under clauses 4.1 which is accepted by 5G, 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 Term, the parties will enter into a new Service Order Form which, upon execution, will replace the previous Service Order Form.

5. CUSTOMER'S GENERAL OBLIGATIONS

5.1 Address information

- (a) The Customer must provide accurate and complete Site address information to 5G for use in qualifying and provisioning each Service.

The Customer may be liable for any costs incurred by 5G due to any incorrect, false or misleading information the Customer provide.

- (b) If the Customer changes a Site location prior to the delivery of a Service, the Customer must pay 5G's reasonable costs and fees (if any) arising from the change of Site.

5.2 Equipment

The Customer is responsible for the configuration, maintenance and correct operation of the Customer Equipment that the Customer uses in conjunction with the Service and any third party services the Customer uses in conjunction with the Service.

5.3 Responsibility for Interconnection

- (a) The Customer is responsible for procuring and installing (at the Customer's own cost) any Customer Equipment necessary to connect the Customer's network infrastructure to the Network Access Point.
- (b) In circumstances where the Customer is unable to procure and install the Customer Equipment, the Customer may request that 5G does so on the Customer's behalf. The Customer agrees to pay 5G the costs associated with acquiring the equipment and its installation and acknowledges that such equipment is deemed Customer Equipment for the purposes of the Supply Agreement.

6. MAINTENANCE

6.1 Planned Outage Periods

5G will, wherever reasonably practical in the circumstances, give the Customer at least 7 days prior notice of any Planned Outage Period (**Proposed Outage**) and will consider any reasonable representations and requests by the Customer in respect of that Proposed Outage. The Customer acknowledges that such prior notice will not always be reasonably practicable, and that the Customer's requests in respect of a Proposed Outage may not be acted on.

6.2 Minimise Disruption

5G will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

7. FAULTS AND FAULT TICKETS

7.1 Reporting Faults

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

7.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix	Urgency			
	Critical - entire business affected	High - wide spread business impact	Medium - VIP or small user impact	Low - single user
Impact 				
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

7.3 Fault Tickets

Upon being notified of a suspected Fault by the Customer and receiving a Fault report from the Customer, the Help Desk will assign a reference number to the Fault (**Fault Ticket**) and will issue that reference number to the Customer.

7.4 Closure of Fault Tickets

When 5G has remedied a Fault, it will notify the Customer that the Fault Ticket is “closed”.

7.5 Faults reported in error

If the Customer reports 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 Customer Equipment) or the Fault is due to damage caused by the Customer, the Customer will bear the cost of 5G investigating the reported Fault.

7.6 Information updates

During the Remedy Period, the Help Desk will, in response to a request from the Customer, provide updates in respect of the progress of any Fault resolution to the Customer where such information is reasonably available to 5G.

8. SERVICE CREDITS

8.1 Service credits – Non-Diverse Services

Subject to the Dark Fibre Service credit conditions set out in clause 8.3 and in the event of 5G failing to meet the Service Availability Target (99.95%) for a Fault on a Non-Diverse Service, the following Dark Fibre Service credits will apply.

Remedy Period	Service Credit
<8 hours	\$0
8 hours to 16 hours	20% of the monthly recurring Fees for the affected Service
>16 hours	55% of the monthly recurring Fees for the affected Service

8.2 Service credits – Diverse Services

Subject to the Dark Fibre Service credit conditions set out in clause 8.3 and in the event of 5G failing to meet the Service Availability Target (100%) for a Diverse Service, the following Dark Fibre Service credits will apply.

Remedy Period	Service Credit
0 to 16 hours	20% of the monthly recurring Fees for the affected Service
>16 hours	50% of the monthly recurring Fees for the affected Service

8.3 Service credit conditions

The following conditions apply to Dark Fibre Service credits:

- (1) credits apply from the first full calendar month that the eligible Dark Fibre Service is operational;
- (2) 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);
- (3) the Customer 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;
- (4) the credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- (5) the maximum credit available for each eligible Dark Fibre Service in any month will not exceed 50% of the total monthly Fees for that eligible Dark Fibre Service in that month.

8.4 SLAs only remedy

An entitlement to Service credits under this clause 8 is the Customer's only remedy for Loss arising out of a Service not being available. The Customer acknowledges and agrees that SLAs and service credits are conventionally the sole remedy for non-availability of telecommunications and information technology services and that it enters into a Supply Agreement with 5G based on that understanding.