

Enable Networks Limited

Commercial Services Agreement

Service Description for Commercial Dark Fibre Access
Service to a Secure Location for a non-UFB scenario.

Version 1.2 June 2026

1. Interpretation

1.1 The Commercial Dark Fibre Access Service described in this Service Description will be available from the date it is launched by Enable Networks Limited (**Supplier**). Supplier will notify the Customer of the launch date for the Commercial Dark Fibre Access Service.

1.2 References to Commercial Dark Fibre Access Service or DFAS in this Service Description are for Commercial Dark Fibre Access Services delivered to a secure location in a non-UFB Scenario and are usually to a non-building access point (**NBAP**). Delivery of Commercial Dark Fibre Access in a non-UFB scenario is further clarified in **clause** 3 of this Service Description. There is a separate Service Description for DFAS to a Premises under the Wholesale Services Agreement.

1.3 References to clauses or sections are references to clauses or sections in this Service Description unless expressly provided otherwise. The definitions set out in the Commercial Services Agreement apply to this Service Description unless expressly provided otherwise.

1.4 References to the Operational Terms are references to the Operational Terms for the Commercial Dark Fibre Access Service which form part of the Commercial Services Agreement.

2 The Commercial Dark Fibre Access Service

2.1 The Commercial Dark Fibre Access Service is a dark fibre service suitable for the delivery of services requiring point-to-point fibre access. It enables access to, and interconnection with Supplier's Network for a service termination at a secure location in any non-UFB scenario.

2.2 A diagram of the configuration for the Commercial Dark Fibre Access Service is set out in Appendix A. The Commercial Dark Fibre Access Service consists of the provision of a single fibre between two points as agreed between the parties.

3. Commercial Dark Fibre Access Service and implementation activities

Installation services

3.1 Provisioning of a Commercial Dark Fibre Access Service in a non-UFB scenario is not subject to a standard install and the provisioning for each service order is charged as a Connection Charge.

3.2 An install for a Commercial Dark Fibre Access Service includes:

3.2.1 A fibre lead-in from the fibre access point to an ETP at the closest convenient point at a secure location, as agreed with the Customer, and

3.2.2 An extension of the fibre lead-in from the ETP (there will not necessarily be a break in the fibre lead-in at the ETP) to:

(a) a suitable mounted SC/APC connector at a secure location inside the NBAP;

or

(b) if there is an OFDF beyond the ETP, a splice or connector on the OFDF at a secure location.

Termination Points

3.4 The Customer and Supplier will agree in advance the two termination points at each end of the Dark Fibre Access Service. The termination point and the network demarcation point between the Supplier Network and the Secure Location wiring, is, as applicable, either:

3.4.1 the SC/APC connector on the end of the Fibre Lead-in from the ETP (which is the connector); or

3.4.2 if there is an OFDF beyond the ETP, a splice or connector on the OFDF, within the secure location; or

3.4.3 any other point as agreed in writing on the signed quote between the two parties.

Testing

3.8 Supplier will test the Commercial Dark Fibre Access Service between the agreed termination points to ensure the fibre is within the technical specification for fibre set out in Appendix B.

Additional Services

3.9 If the Customer requires additional services then Supplier may elect to provide such additional services on request subject to terms to be agreed between Supplier and the Customer on a time and materials basis.

Additional Service Characteristics

3.10 The technical specification of the Commercial Dark Fibre Access Service is set out in Appendix B.

3.11 Supplier will provide certain support and other assistance as part of the Commercial Dark Fibre Access Service including:

3.12.1 an automated facility for Service Requests;

3.12.2 an automated facility for fault notifications; and

3.12.3 a tool to assist the Customer in determining the location and availability of the Commercial Dark Fibre Access Service (pre-qualification).

3.12 Supplier will provide the Customer with network optical budget design targets and fibre commissioning power level test results. This information will be provided in

good faith and the Customer will be responsible for the optical budgets used for each of their specific applications.

3.13 Where applicable, Supplier will provide the Customer with facilities to make fibre performance measurements between the nominated termination points at the secure locations. Supplier will provide staff to access the MOFDF and connect the test equipment to the fibre(s) for such tests by the Customer. An additional charge will be payable for these services.

3.14 The Commercial Dark Fibre Access Service specifically excludes:

3.15.1 provision or maintenance of any cabling or connection or active device beyond the service demarcation points;

3.15.2 configuration, monitoring, operation, on-going support or maintenance of Customers' applications, equipment or networks; and

3.15.3 the supply of AC mains & UPS power, accommodation space, heating, ventilation, air conditioning and facilities at Supplier's relevant Central Office.

4 Commercial Customer Responsibilities

4.1 Other Customer responsibilities are detailed in the Commercial Services Agreement.

4.2 Customer will be responsible for all of the design, specification and commissioning of its equipment and plant (both active and passive) connected to the Commercial Dark Fibre Access Service.

5 Fibre Diversity

5.1 The Commercial Dark Fibre Access Service provides a single fibre between Supplier's relevant Central Office and the secure location.

5.2 Diversity (a second or subsequent instance of the Commercial Dark Fibre Access Service between two points may be available to order on a case by case basis. Each instance of a product will be treated as an individual line for the purpose of availability of Service Levels.

5.3 Where available, the diverse optical paths will be in separate fibre cable sheaths, and if requested, in separate cable routes. The diverse cable routes will be created and provided to the Commercial Customer for acceptance however there is no guarantee of full diversity at every location.

6 Service Levels

6.1 Service Levels for the Commercial Dark Fibre Access Service are set out below. For the purposes of this section, the following definitions shall apply:

6.1.1 **Downtime** means the length of time that an End User is without service, measured from the time that the fault is logged with Supplier, to the time the fault is resolved, and the service is restored. Downtime

excludes service interruptions as a result of End User, Reseller or the Customer's actions, or any scheduled or emergency maintenance carried out by Supplier in accordance with clause **Error! Reference source not found.** of General Terms and clause **Error! Reference source not found.** of Operational Terms of the Commercial Services Agreement.

6.1.2 **Fault Restoration SLA** has the meaning set out in clause 6.2 below; and

6.1.3 **Service Rebate** means the payment to be made by Supplier to the Customer for a Service Level Default for the Fault Restoration SLA, calculated in accordance with clause 2 of Part C of the Operation Terms of the Commercial Services Agreement, being one month's Service Charges for the Commercial Dark Fibre Access Service each time the Fault Restoration SLA is not achieved.

Provisioning of new Services

6.2 Supplier will use reasonable endeavours to provision new Services within 60 Business Days following receipt of an order from the Customer for the relevant Services (the **Estimated Delivery Date**).

The Estimated Delivery Date may be extended where:

- additional information is required;
- access to a site, building or facility is unavailable;
- acts or omissions of the Customer, End User, a building owner or landlord, contractor or other third party that cause a delay;
- third-party approvals are required;
- a health and safety issue arises;
- a Force Majeure occurs; or
- other circumstances outside Supplier's reasonable control which impact delivery.

Fault Restoration Service Levels

6.3 Supplier must ensure that where Downtime is reported to Supplier by the Customer, the affected Commercial Dark Fibre Access Service is restored within the following timeframes:

- (a) where Downtime is reported before midday, the Commercial Dark Fibre Access Service is restored by 7pm on that day;

(b) where Downtime is reported after midday but before 7pm, the Commercial Dark Fibre Access Service is restored by midday on the following day; and

(c) where Downtime is reported after 7pm, the Commercial Dark Fibre Access Service is restored by 7pm on the following day.

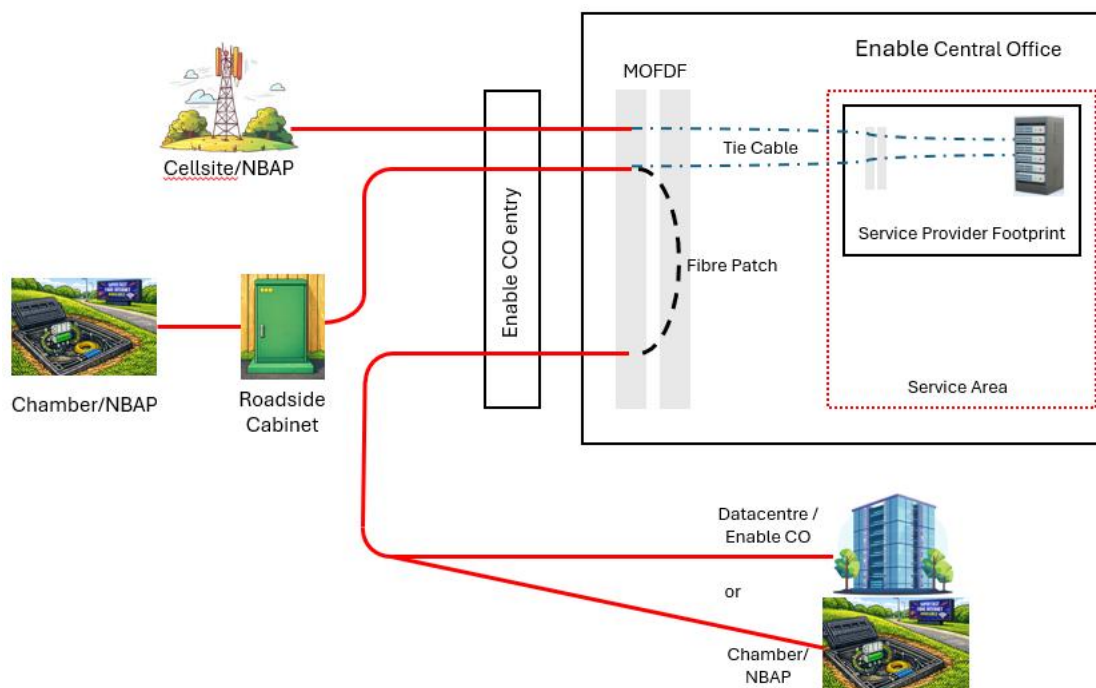
6.4 Prior to reporting Downtime to Supplier, the Customer must reasonably ascertain that the fault lies within the Supplier Network. If the Customer fails to do so and the fault is not found within the Supplier Network, the Customer will be liable for an Additional Charge.

6.5 The Fault Restoration SLA will be available from 7am to 7pm, 7 days a week.

7 Secure Location Clarification

7.1 Secure Locations can be any physical location anywhere in New Zealand and all requests will be reviewed and confirmed on a case-by-case basis.

Appendix A – Network Diagram



This is a generic diagram showing the standard configuration and service demarcation points. It is not intended to represent every situation or detailed physical architecture.

It should be noted that not all circuits will pass through a cabinet.

It should also be noted the Commercial Dark Fibre Access Service does not have individual components to stitch together as with the UFB DFAS to the premises product. This is a single, point to point fibre service.

Appendix B – Technical Specification

Fibre	External fibre must comply with IUT-T specification G.652D
Connector Type	Fibre terminations must be SC/APC type connectors (complying with the IEC 61754-4 standard) or alternatively LC/APC also known as LCA type connectors (complying with the IEC 61754-20 standard) as appropriate.
Optic Path	Laser typers and path characteristics expected to be designed to a minimum standard which are contained in the documents in LFC document ND0473 based on IEEE 802.3 Section 5 standard or ITU-T G.984.
Fibre Testing	Testing for power loss will be at either 1310 or 1550nm. The wavelengths of 1625nm and 1650nm are reserved for testing purposes, compliant with ITU-T L.41.