



One Step Process - Terms and Conditions

<u>Overview</u>

Opticomm has published a new set of application programming interfaces (**APIs**) for use by all Service Providers who want to directly interface their systems with Opticomm.

Included within these new APIs is the "One Step Process" functionality, which enables a Service Provider to be the single point of contact and provide a seamless customer experience by enabling an appointment setting functionality. This One Step Process allows the Service Provider to book an install date with an Opticomm technician for their customer.

This is different to the standard approach under Opticomm's current Two Step Process where the customer is required to directly interact with Opticomm to arrange appointments (note: One Step means all appointments, not just ONT installation).

For Service Providers that deploy the One Step Process, there is an option to participate in a "Single Truck Roll" for end customer. The Single Truck Roll Option means Opticomm will connect the Service Provider's supplied pre-configured gateway, in addition to installing the Opticomm ONT, at the End-user's premises at that Single Truck Roll appointment. The "Single Truck Roll" applies to the Velocity base ONLY, during transition week plus 10 business days.

Terms and Conditions

This document sets out the terms and conditions on which Opticomm provides the One Step Process. Where a Service Provider utilises the One Step Process, it is deemed to have accepted these terms and conditions:

- 1. Service Provider acknowledges the objectives of the One Step Process are to enable the Service Provider to fully own all points of communication with the End-user, and for the End-user to have a simplified, streamlined experience (via the Service Provider), when the End-user orders a service and is to be connected to the Opticomm Network. Service Provider must act in a good faith in respect of these objectives.
- 2. Service Provider is responsible for all communication with its End-user, including regarding the Single Truck Roll appointment (for those that opt-in to the Single Truck Roll Option), and must not incorrectly attribute fault or issue to Opticomm when communicating with an End-user. Other than to the extent required and permitted under the RSPMA, Opticomm will not engage with the End-user until the Opticomm technician visits the End-user's premises.
- 3. Service Provider must integrate its systems with the APIs to access the One Step Process, or access via the Opticomm RSP Portal. The Single Truck Roll Option within the One Step Process is subject to, and will be provided in accordance with, the Single Truck Roll Guide (available at www.opticomm.com.au/legal).
- 4. Opticomm reserves the right to suspend a Service Provider's access to the One Step Process on twenty (20) business days' notice where the Service Provider repeatedly fails to comply with its obligations under section 1 and/or this section 2 of these terms and conditions, and Opticomm has provided written notice (**Notice**) of those failures to the Service Provider and the Service Provider does not rectify the failures or underlying issues in its processes or communications with End-users within a reasonable period of time. Where such failures first occur, Opticomm will work with the Service Provider to rectify such issues and will not issue a Notice except where the Service Provider is not assisting or taking reasonable steps to rectify such issues in a timely manner.
- 5. Opticomm will directly invoice the Service Provider for any New Connection Charge (NCC) applicable to the connection of the End-user's premises and other fees related to appointments including missed appointment fees and return visits and is responsible for paying that amount directly to Opticomm (and for seeking reimbursement from the End-user). For premises within the Velocity and South Brisbane Exchange estates which have connected services that are transitioning from the Telstra legacy networks to the Opticomm upgraded networks, there will be no NCC applicable. Fees relating to Service activation or supply, or no fault found issue





resolution will continue to be invoiced directly to the Service Provider, per standard arrangements under the RSPMA.

- 6. All APIs are considered the Confidential Information of Opticomm, and the Service Provider is to comply with its confidentiality obligations under the RSPMA in respect of these.
- 7. Opticomm reserves the right to amend these terms, in accordance with the RSPMA, on prior written notice. Opticomm will publish any updates made in accordance with the RSPMA at <u>www.opticomm.com.au/legal</u>.
- 8. Nothing in these terms and conditions affects any rights and liabilities of either party under the RSPMA.

Capitalised terms used but not defined in this document have the meaning given to them in the Opticomm RSP Master Services Agreement with the Service Provider (**RSPMA**) and Single Truck Roll Guide.

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