



ETHERNET SERVICE SCHEDULE AGREEMENT

PARTIES	EFTEL /
CUSTOMER	Company Name
	ABN
	Address
	Fax Number

EFTEL	Company Name	Eftel Limited
	ABN	47 073 238 178
	Address	Level 11, 600 St Kilda Rd, Melbourne, 3004
	Fax Number	03 9090 2525

Date of Agreement

SPECIAL CONDITIONS



ETHERNET SERVICE SCHEDULE AGREEMENT

OPERATIVE PROVISIONS

1. The Service

1.1. This Service Schedule is for the supply of Ethernet Services for Customers located within Australia. It will apply to the first and any subsequent Service Orders executed by Eftel Limited and The Customer.

2. Prerequisites to supply of the Service

2.1. The Customer must execute the Eftel Limited Master Services Agreement, this Service Schedule and a Service Order.

3. Parties

3.1. This Schedule applies between Eftel Limited ("The Customer") and The Customer identified in the Voice Service Order ("Customer")

4. Service Description

4.1. The Ethernet Service is a high speed, data service provided via Ethernet with the following characteristics:

- (a) one or more Ethernet Accesses; (b) one or more Eftel VLANs;
- (c) Ethernet connectivity between the Service Delivery Point of each Ethernet Access and:
 - (i) the Service Delivery Point of other Ethernet Accesses in the same Domain, or the same regional area as identified by paragraph 5.1(b); and
 - (ii) the Eftel's Network;
- (d) the Ethernet Aggregation Feature (if applicable); and
- (e) Q-in-Q Feature (if applicable).

4.2. The Ethernet Service provides four different grades of service:

- (a) Standard Lite: Delivered over copper with access to PVC ratio of 1:4; national coverage
- (b) Standard: Delivered over copper with access to PVC ratio of 1:1; national coverage
- (c) Enhanced: Provided over fibre; metropolitan area and limited regional coverage
- (d) Premium: Provided over fibre; national coverage. Subject to availability, Premium (protected) offers core resiliency

5. Service Availability

5.1. The Ethernet Service is only available:

- (a) in areas serviced by the ESA Exchanges listed in the Capital City ESA Exchange List; and
- (b) in regional areas serviced by the ESA Exchanges listed in the Regional ESA Exchange List.

6. Feasibility Study

6.1. The Customer may request that Eftel Limited undertake either a Desktop Feasibility Study or a Detailed Feasibility Study for a Ethernet Service that it wishes to Order. Desktop Feasibility Studies are subject to the limitations set out in paragraph 6.6.

6.2. If The Customer places an Order for a Ethernet Service without requesting a Feasibility Study, Eftel Limited may, at its option, undertake a Feasibility Study for that Ethernet Service.

6.3. Where the result of a Feasibility Study for a Ethernet Service is positive:

- (a) if The Customer submits an Order for the Ethernet Service within the Feasibility Validity Period, Eftel Limited will not Charge The Customer for that Feasibility Study; or
- (b) if The Customer does not submit an Order for the Ethernet Service, within the Feasibility Validity Period, subject to paragraph 6.4 and 6.5 below, Eftel Limited will charge The Customer \$2000.00 ex GST for that Feasibility Study. For the avoidance of doubt, where a Desktop Feasibility Study provides a positive result, but a subsequent Detailed Feasibility Study provides a negative result, Eftel Limited will not charge The Customer a Feasibility Study Charge for either Feasibility Study.

6.4. Where the result of a Feasibility Study for a Ethernet Service is negative, Eftel Limited is under no obligation to fulfill the Order, or accept an Order, for the Ethernet Service and Eftel Limited will not charge The Customer a Feasibility Study Charge.

6.5. Where the result of a Feasibility Study for a Ethernet Service is positive, but a Special Linkage Charge would apply, then The Customer may elect not to proceed with the Order for that Ethernet Service by giving notice to Eftel Limited, in which case there will be no Charge for that Feasibility Study.

6.6. A Desktop Feasibility Study is an analysis carried out by Eftel Limited based on information available in Eftel Limited or its suppliers systems, such as infrastructure availability. The Customer acknowledges that a positive result from a Desktop Feasibility Study does not conclusively demonstrate or guarantee that an Order for a Ethernet Service can be successfully provisioned and Eftel Limited has no liability if provisioning is not successful.

6.7. A Desktop Feasibility Study will usually take up to 7 Business Days and a Detailed Feasibility Study will take up to 12 Business Days from the date that Eftel Limited acknowledges receipt of The Customer' request for the relevant Feasibility Study or otherwise advises The Customer that a Feasibility Study is required.



ETHERNET SERVICE SCHEDULE AGREEMENT

- 6.8 The results of a Feasibility Study will remain valid for a period of 30 calendar days from completion of the Feasibility Study ("Feasibility Validity Period"). A positive Feasibility Study result is not a guarantee that there will be available capacity in Eftel's Network for the relevant Ethernet Service, if ordered. Availability of capacity is only confirmed following The Customer placing an Order. Where The Customer orders a Ethernet Service without first conducting a Feasibility Study or only a Desktop Feasibility Study.
- 6.9 If no Feasibility Study, or only a Desktop Feasibility Study, is undertaken for a Ethernet Service, Eftel Limited may be unable to confirm whether there is sufficient capacity in Eftel' Network to provide the Ethernet Service and whether the necessary infrastructure is in place to enable the Ethernet Service to be provisioned. If there is not sufficient capacity to provision the Ethernet Service, Eftel Limited may cancel that Ethernet Service and will have no liability to The Customer for such cancellation. If Eftel Limited advises The Customer that additional infrastructure is required to provision a Ethernet Service:
- (a) Eftel Limited will advise The Customer of the Special Linkage Charge and Customer Cabling Charge to install the Ethernet Service ("Additional Charges"); and
 - (b) if The Customer agrees to pay the Additional Charges, provisioning will continue and those additional charges will be payable as Miscellaneous Charges; or
 - (c) if The Customer does not agree to pay the Additional Charges, provisioning will cease, the order for the Ethernet Service will be deemed to have been withdrawn. In addition, The Customer must pay to Eftel Limited a sum equal to the provisioning costs beyond those Eftel Limited would normally incur and which have been reasonably incurred by Eftel Limited up to the date provisioning ceases.
- 6.10 Upon receipt of a request for variation of an Order or a change to an existing Ethernet Service, Eftel Limited will, after consulting with The Customer, in its discretion determine whether or not the variation requires a Feasibility Study to be undertaken and a new Order for the Ethernet Service to be submitted by The Customer.
- 7. Changes to subscribed data speeds**
- 7.1 The Customer may request a change to the subscribed data speed of an Ethernet Access. Eftel Limited will use reasonable efforts to implement the requested change within:
- (a) 5 Business Days of receiving the request from The Customer where no change to the Interface Type, Interface Speed or Eftel's Network is required; and
 - (b) 15 Business Days of receiving the request from The Customer where a change to the Interface Speed, Interface Type or Eftel's Network is required.
- 8. Customer Obligations**
- 8.1 The Customer must comply with the Specification.
- 8.2 The Customer acknowledges that The Customer:
- (a) Network design;
 - (b) decisions with respect to the configurable elements of the Ethernet Service, including the subscribed data speeds for each Ethernet Access; and
 - (c) use of the Ethernet Service, may affect the performance of the Ethernet Service. Accordingly, The Customer agrees to:
 - (d) consult with Eftel Limited; and
 - (e) follow all reasonable directions from Eftel Limited, relating to paragraphs 6.2 (a) to (c) of this Part B. Notwithstanding any consultation or directions under this paragraph 8.2, Eftel Limited has no liability to The Customer in relation to directions given or the effect of directions on the performance of the Ethernet Service.
- Equipment space and power supply**
- 8.3 The Customer is responsible for providing a suitable location for Eftel Limited to install the required Eftel Limited Equipment where the SDP is located.
- 8.4 The Customer is responsible for the supply of suitable power for the installation and operation of the Ethernet Service (mains power 200-240VAC, 50/60Hz or other power supply specified by Eftel Limited) and any devices associated with the Ethernet Service.
- 9. Fixed Terms**
- 9.1 A Ethernet Service may be acquired by The Customer on a Fixed Term basis. If a Ethernet Service is acquired for a Fixed Term then the applicable Charges set out in the service order for the duration of the relevant Fixed Term. If the Ethernet Service is terminated prior to the expiry of the relevant Fixed Term; an Early Termination Charge will apply.
- 10. Early Termination Charge**
- 10.1 If an Early Termination occurs in relation to a Ethernet Service after the Ethernet Service's Installation but before the expiry of its Fixed Term, The Customer must pay Eftel Limited an Early Termination Charge calculated as:
- (a) the full undiscounted Installation Charge for the Ethernet Service less any Installation Charge paid by The Customer;
 - (b) the sum of the Charges payable for the Ethernet Service for the remaining period of the Fixed Term.
- 10.2 To avoid doubt, an Early Termination Charge payable under this Paragraph 10 is payable in addition to any other outstanding Charges payable by The Customer at the time of the Early Termination.



ETHERNET SERVICE SCHEDULE AGREEMENT

10.3 Where only one Ethernet Access on an Ethernet Service is terminated, this paragraph 10 applies to that Ethernet Access as if that Ethernet Access were a Ethernet Service.

11. Standard Provisioning Times

11.1 The Standard Provisioning Time depends on whether new infrastructure is required. Where there is:

- (a) existing infrastructure available to supply the Ethernet Service, the Standard Provisioning Time is a minimum of 18 Business Days;
- (b) existing fibre lead-in to the relevant Customer Site, but additional infrastructure must be installed to supply the Ethernet Service, the Standard Provisioning Time is a minimum of 40 Business Days ; and
- (c) no fibre lead-in to the relevant Customer Site, the provisioning time will depend upon site specific conditions and the results from the Feasibility Study and any building access approval.

11.2 The Standard Provisioning Time is calculated from the date that The Customer receives a confirmation (by fax or other agreed medium) from Eftel Limited that The Customer Order has been accepted.

12. Suspected Fault Reporting

12.1 The Customer must promptly notify Eftel Limited Network Operations Centre by email to support@eftelwholesale.net.au and a follow up phone call to 1300 85 4678 (or such other number as Eftel Limited may advise) of any suspected Fault and provide any information Eftel Limited may reasonably require to resolve the suspected Fault.

12.2 For a Fault in an Ethernet Access for which The Customer Site is in an Urban Area, Eftel Limited will use its reasonable endeavors to meet the target Response Times and Repair Times set out below:

TARGET RESPONSE TIMES AND REPAIR TIMES FOR URBAN AREAS			
LEVEL	TARGET RESPONSE TIME	TARGET REPAIR TIME	HOURS OF BUSINESS
STANDARD	1 Hour	12 Hours	24 x 7
EXPRESS 8*	1 Hour	8 Hours	24 x 7
EXPRESS 4**	15 minutes	4 Hours	24 x 7

*Note: Express 8 is only available in Capital Cities.

**Note: Express 4 is only available in Capital Cities; only for Carrier Grade services

Target Response Option Charges

CHARGE PER MONTH PER ETHERNET ACCESS				
LEVEL	STANDARD LITE/ STANDARD	ENHANCED	PREMIUM UP TO 10MBPS	PREMIUM UP TO 1GBPS
EXPRESS 8 RESTORATION	\$75	\$75	\$150	\$250
EXPRESS 4 RESTORATION	n/a	n/a	\$500	\$1525

Example calculation of target Response Times and Repair Times for an Ethernet Access for which The Customer Site is in an Urban Area.

If The Customer reports a Fault at 2:00pm Friday in an Ethernet Access for which The Customer Site is in an Urban Area, and to which the "Standard" service assurance level applies, then:

- (a) the target Response Time will be at 3:00pm Friday (being 1 hour after Eftel Limited receipt of the Fault report); and
- (b) the target Repair Time will be at 2:00am Saturday (being 12 hours after Eftel Limited receipt of the Fault report).



ETHERNET SERVICE SCHEDULE AGREEMENT

12.3 Eftel Limited capabilities for target Response Times and target Repair Times are affected by the distance between Eftel Limited Site and the closest Eftel Limited Service Centre. Accordingly, the target Repair Time for an Ethernet Access for which Eftel Limited Site is in a Major Rural, Minor Rural or Remote Area have been extended to cover the extra distance as set out below:

EXTENSIONS TO TARGET REPAIR TIMES FOR RURAL & REMOTE AREAS	
DEMOGRAPHIC ZONE WITHIN AUSTRALIA	TARGET REPAIR TIME
MAJOR RURAL AREAS	Extended by one full Business Day.
MINOR RURAL AREAS	Extended by one full Business Day.
REMOTE AREAS	Extended by two full Business Days. In limited and exceptional circumstances, this time frame may be extended by four full Business Days but only where Eftel Limited and our upstream providers are required to obtain and utilise special transport (e.g. helicopter or boat) to access the Customer Site to rectify the Fault(s).

Example calculation of target Response Times and target Repair Times for an Ethernet Access for which Eftel Limited Site is in a Major Rural Area

If The Customer reports a Fault at 2:00pm Friday in an Ethernet Access for which The Customer Site is in a Major Rural Area, then (assuming that Friday and Monday are not public holidays):

- (a) the target Response Time will be at 3:00pm Friday (being 1 hour after Eftel's receipt of the Fault report); and
- (b) the target Repair Time will be at 5:00pm Monday (being 12 hours after Eftel's receipt of the Fault report [2:00am Saturday], plus one full Business Day).

12.4 Eftel Limited service assurance obligations, including meeting a target Repair Time, do not extend to service difficulties caused as a result of:

- (a) a fault in the CPE or other equipment or software that does not form part of the Ethernet Service;
- (b) damage due to causes external to the Ethernet Service;
- (c) Force Majeure; or
- (d) Scheduled Outages.

12.5 If Eftel Limited performs any work to attempt to remedy a problem in:

- (a) the CPE; or
- (b) the Ethernet Service resulting from interference, negligence or willful damage of The Customer or a breach of this Agreement by The Customer, ("Customer Problem"), then
- (c) The Customer must pay Eftel Limited its then current rates for performing such work; and
- (d) Eftel Limited may cease work at any time without incurring any liability for failing to correct Eftel Limited Problem.

12.6 The Customer must comply with all operational procedures and methods that are determined by Eftel Limited to be reasonably necessary for Eftel Limited to meet the relevant Response and Repair Times.

13. Scheduled Outages

13.1 Eftel Limited will use its reasonable endeavors to give The Customer ten Business Days notice of Scheduled Outages.

13.2 Eftel Limited will use its reasonable endeavors to ensure that Scheduled Outages will not, in aggregate, exceed:

- (a) 7 hours per week; and
- (b) 14 hours per quarter.

13.3 The Customer must notify Eftel Limited if it is planning changes to its premises, equipment, plant, or ancillary devices (such as power supplies etc) where those changes may impact the Eftel's Network to which those premises, equipment, plant, or ancillary devices are connected. An example of this event may be where The Customer has a planned power outage at its premises, which may disable its Ethernet Service and thereby generate alarms relating to that disabled device in the Eftel's Network.

14. Fixed customer cabling charge - nature and scope of fixed charge customer cabling

14.1 For each installation of Customer Cabling for which The Customer is charged a Fixed Customer Cabling Charge:

- (a) The Customer must:
 - (i) elect between Copper or Optical Customer Cabling;
 - (ii) obtain any required authority for Eftel Limited to install Eftel Limited Cabling (from, for example, the lessor or building management at The Customer Site), and indemnify Eftel Limited against any Loss suffered by The Customer arising from a breach of this obligation; and



ETHERNET SERVICE SCHEDULE AGREEMENT

(iii) in the event that the authority is conditional on security services (such as additional security staff) being present during the installation, arrange and pay for such security services; and

(b) Eftel Limited must:

- (i) install and test either Copper or Optical Customer Cabling, depending on The Customer election under paragraph 14.1(a)(i) of this Paragraph 14;
- (ii) install the CPE patch panel, if requested by The Customer, and with the interface nominated by The Customer in advance of the installation;
- (iii) supply either an RJ45-RJ45 Copper or SC-SC optical patch cable, depending on The Customers election, to connect the CPE patch panel to the CPE; and
- (iv) perform fire-stopping in respect of any holes created by Eftel Limited between floors through which Customer Cabling is provisioned.

15. Fixed Customer Cabling Charges

15.1 Customer abling has 2 components:

- (a) a riser component; and
- (b) a lateral component.

15.2 The Fixed Customer Cable Charge is the sum of the Charge for the riser component and the Charge for the lateral component, subject to paragraph 15.3. The Charges for the riser and lateral components are set out below, and vary depending on The Customer's election and the distance of each component.

CHARGES FOR COMPONENTS OF FIXED PRICE CUSTOMER CABLING			
COMPONENT	DISTANCE COVERED	COPPER	OPTICAL
RISER	1 to 4 floors	\$750.00	\$1500.00
RISER	5 to 10 floors	\$1100.00	\$1800.00
RISER	Every additional 5 floors in excess of 10 floors, or part thereof	n/a	\$500.00
LATERAL	5m to 25m	\$280.00	\$400.00
LATERAL	25m to 50m	\$550.00	\$750.00

15.3 There is no Charge for a lateral component if both the CPE patch panel and the main distribution frame are within 5 meters of the riser component.

16. Conditions Relating To Fixed Customer Cabling Charge

16.1 The following conditions apply to the installation of Customer Cabling for a Fixed Customer Cabling Charge:

- (a) Eftel Limited Cabling must have at least a riser component. The Customer cannot elect to have Customer Cabling installed that consists exclusively of a lateral component;
- (b) the riser and lateral component of a Customer Cabling installation cannot be of different transmission media (for example, The Customer may not elect to have a copper riser component and an optical lateral component);
- (c) for technical reasons, the total distance of the riser and lateral component of a Copper Customer Cabling installation cannot exceed 100 meters;
- (d) Eftel Limited Site into which The Customer proposes to have Customer Cabling installed must be commercial office premises, as reasonably determined by Eftel Limited. For the avoidance of doubt, industrial premises such as warehouses or factories are not commercial office premises;
- (e) there must be adequate space in the racks, cable trays, cable ducts, and distribution frames through which Eftel Limited Cabling will be installed. All ducts must be capable of being roped and proven; and
- (f) there must be suitable and accessible power and earthing available and accessible to Eftel Limited at all times during the installation.

16.2 Where any of the conditions are not met in respect of a proposed Customer Cabling installation, Eftel Limited is under no obligation to install the proposed Customer Cabling.

17. Variations To Fixed Customer Cabling Charge

17.1 Where, in respect of an installation of Customer Cabling to which this Part 17 applies:

- (a) The Customer requires that any installation is performed outside of the period between 8:00am to 5:00pm on a Business Day, the applicable Charges set out will increase by 50%;
- (b) installation requires, in Eftel Limited reasonable opinion, the use of mechanical aides such as scaffolding or cherry pickers, the hire cost of those mechanical aides will be charged to The Customer in addition to the Charges set out;
- (c) The Customer requests that Eftel Limited perform additional cabling work during a Customer Site visit that is outside the scope of Eftel Limited Cabling described, and if Eftel Limited agrees to perform the additional cabling work, The Customer will be charged at the rate of \$150 per 30 minutes or part thereof for the additional cabling work;



ETHERNET SERVICE SCHEDULE AGREEMENT

- (d) The Customer requests Optical Customer Cabling other than fusion-sliced 62.5 micron MMOF, there will be a surcharge that will be agreed with The Customer prior to installation; and
- (e) if Eftel Limited finds a variance between The Customer estimation and the actual work required, then the Customer is responsible for any additional charges.

EXECUTED AS AN AGREEMENT.

Executed in accordance with section 127 of the Corporations Act 2001 by

Customer Name _____ Customer ABN _____

SIGNED FOR AND ON BEHALF OF CUSTOMER

Authorised Persons Name	
Title	
Date	
Authorised Signature	
Witness Name	
Title	
Date	
Witness Signature	

Executed in accordance with section 127 of the Corporations Act 2001 by EFTEL LIMITED ABN 47 073 238 178

SIGNED FOR AND ON BEHALF OF EFTEL LIMITED

Authorised Persons Name	
Title	
Date	
Authorised Signature	
Witness Name	
Title	
Date	
Witness Signature	