



DSL SERVICE SCHEDULE AGREEMENT

OPERATIVE PROVISIONS

1 The Service

- 1.1 This Service Schedule is for the supply of the DSL Access Network service (the "Service") between the Customer's network and End-User premises locations within Australia.
- 1.2 The Service consists of two major components:
 - (a) DSL Tail Circuits, connecting customers of the Customer ("End Users") premises to the Eftel's network
 - (b) DSL Aggregation Circuits, connecting the combined traffic of several DSL Tail Circuits to the Customer's network.
- 1.3 This Service Schedule will apply to the first and any subsequent Service Orders for any components executed by the Customer and Eftel Limited.

2 Prerequisites to Supply of the Service

- 2.1 The Customer must execute the Eftel Limited Master Services Agreement, this Service Schedule and one or more DSL Service Orders.
- 2.2 A minimum of one DSL Aggregation Circuit must be ordered in the first Service Order.
- 2.3 This Service does not connect directly to the Internet. To provide Internet connectivity through Eftel Limited the Customer may subscribe to the IP Transit Service.

3 Parties

- 3.1 This Schedule applies between Eftel Limited ("Eftel") and the Customer identified in Service Orders for DSL Aggregation Circuits or DSL Tail Circuits as appropriate ("Customer")

4 Service Description – DSL Tail Circuits – General

- 4.1 A DSL Tail Circuit provides network connectivity to the Eftel network from End-User premises. The network connectivity is provisioned either on a metallic wire pair usually used as a standard telephone line, or over fibre.
- 4.2 Eftel maintains connectivity to several third-party DSL access networks (our "Suppliers"), providing four technology options for DSL Tail Circuits delivery:
 - (a) Telstra ADSL
 - (b) Telstra Fibre Access Broadband
 - (c) Optus ADSL2+
 - (d) SHDSL
- 4.3 Appendices of this Service Schedule contain clauses that are specific to each DSL Tail Circuit technology, including the available line-rate options.
- 4.4 DSL Tail Circuits are not guaranteed to always be available, and cannot be redundantly protected. Service Level Agreements for availability are specified in the technology-specific Appendices of this Service Schedule.
- 4.5 DSL Tail Circuits of each technology are not available in all locations. Eftel will provide the ability to perform a Service Qualification check for availability prior to ordering a service.
- 4.6 Eftel does not normally provide CPE for connection to the DSL Tail Circuit. It is the responsibility of the Customer or the End-Users to provide compatible CPE for the Service. The Customer must ensure that End-User or Customer equipment that is connected to the Service is labelled with the ACMA telecommunications compliance mark (the "A-tick") and conforms with all laws and technical standards applicable.
- 4.7 CPE connected to DSL Tail Circuits use Point-to-Point Protocol (PPP) sessions within Layer 2 Tunnelling Protocol (L2TP) tunnels to authenticate the End-User's connection credentials with the Customer's RADIUS equipment (described later) and provide a conduit to the Customer's DSL Aggregation Circuit.
- 4.8 ADSL services (Telstra ADSL1, Fibre Access Broadband and Optus ADSL2+) are built using shared access networks. Throughput speeds, delays and delay variations may vary depending on the traffic of other End Users, and are not guaranteed. ADSL services may not be suited to applications that are sensitive to such network parameters. SHDSL services are engineered for business-grade use, with higher priority suitable for streaming applications such as VoIP.

5 Customer Authority

- 5.1 Before ordering a DSL Tail Circuit with Eftel the Customer must have a valid Customer Authority ("CA") signed by the End User within the past 30 days authorising the service to be supplied to the End User by the Customer. A recorded verbal authorisation may also be acceptable.
- 5.2 The Customer must retain the CA within their records. Eftel may request a copy of the CA from the Customer, and upon request the Customer must supply a copy of the CA to Eftel. A CA request usually will be in response to a request from another Carrier or Carriage Service Provider, or an Australian telecommunications regulator.
- 5.3 A DSL Tail Circuit CA must include as a minimum:
- the End-User's details including title, name or business name, position and address and (where applicable) the details of the authorised representative;
 - the End-User's billing address;
 - Australian Company Number (ACN) (if applicable) or Australia Business Number (ABN) (if applicable) or Australian Registered Body Number (ARBN) (if applicable);
 - If churning, Name of the Losing CSP;
 - Authorisation from the End-User to transfer their service, or to order a new service
 - If churning, Confirmation from the End-customer that they acknowledge that their existing Broadband Service will be disconnected and termination fees or other contractual obligations may apply.
- 5.4 The Customer must store a CA for two years with a view to producing a CA on request to confirm that the Service connection was authorised by the End-customer.
- 5.5 An authorised representative of the End-customer may only complete a CA if this is specified on the relevant CA
- 5.6 If an authorisation has been provided by the End-customer for an authorised representative to act on their behalf, the Customer must also retain the authorisation for two years.
- 5.7 A CA may be paper, voice recording or internet recorded but must always be in a reproducible form that proves that the minimum information requirements were met. Where the Customer has obtained an internet recording, this may be flagged as a Paper CA; voice recordings must be retained as reproducible audio.
- 5.8 The Customer may develop a CA form according to its own design but the CA must contain the minimum information as outlined above.

6 Provision Of Service – DSL Tail Circuits

- 6.1 The Customer must supply to Eftel a DSL Tail Circuit Service Order detailing the End User locations and other details required for each of the technology options.
- 6.2 Before a DSL Tail Circuit may be ordered it is a prerequisite that a DSL Aggregation Circuit ("AGVC") be established between Eftel and the Customer, specific to the technology of the DSL Tail Circuit.
- 6.3 At End-User premises Eftel will arrange for a standards based interface to be provided for connection of CPE to one of the Eftel Suppliers' access networks. The interface will be one of the following technology options:
- ADSL1 as per ITU-T Rec. G.992.1
 - ADSL2+ as per ITU-T Rec. G.992.5
 - Single-pair SHDSL as per ITU-T Rec. G.991.2
 - Double-pair SHDSL as per ITU-T Rec. G.991.2
 - Optical Ethernet
- 6.4 For Telstra ADSL 1 ("Co-existing Services") the DSL Tail Circuit is provided on the same copper wire pair as an existing analog PSTN service, and the service location is primarily defined by the PSTN service number, also known as a Full National Number (FNN).
- 6.5 For SHDSL and Optus ADSL2 on ULLS services the DSL Tail Circuit is provided on a spare or unused copper wire pair, and the service location is primarily defined by the premises street address. SHDSL in particular is not compatible with a concurrent analog PSTN service.
- 6.6 DSL Tail Circuits may not be available to each location, due to a number of factors including but not limited to network topology, line distance, absence of unused pairs and the presence of an incompatible service.
- 6.7 Co-existing Services may not be compatible with some telecommunications options existing on the PSTN line. These options, if currently operating, must be discontinued before the DSL Tail Circuit can be ordered and following the installation of the DSL Tail Circuit these incompatible telecommunications options will no longer be available. These options include, but are not limited to: priority assistance, Auxiliary Numbers associated with FaxStream Duet and EasyCall Multiple Number services, ISDN services, and some answering and fax machine models. A list of known telecommunications services and products that are incompatible with ADSL is published at: http://telstrawholesale.com/products/docs/data_access_incompatibleproducts.pdf And this list will be updated from time to time by Telstra.

- 6.8 Co-existing Services may require line filtering equipment to be installed by the Customer or End User. Where a monitoring service or other hard-wired device is connected to the PSTN line, or more than four telephone devices are connected to the line, a central filter/splitter must be installed at the Customer or End Users cost. Failure to install appropriate filters may result in the DSL Tail Circuit being interrupted and/or the DSL service interrupting or interfering with the other services co-existing on the PSTN line.
- 6.9 The DSL Access Network Service does not include the provision of cabling or equipment beyond the Network Boundary Point at each End-User Location. Customers may need to check the availability of cabling within the End-user's premises between the Network Boundary Point and the desired location of the CPE.
- 6.10 In the case where additional work beyond the Network Boundary Point is required, the Customer agrees that it is responsible for ensuring the work is performed; and:
- (a) that Cabling work within NBPs/MDFs/IDFs, including installation of splitters/filters and the installation of cabling, must be performed by registered cablers (see <http://www.acma.gov.au>);
 - (b) that it is the responsibility of the Customer to ensure compliance with all Australian cabling standards and guidelines;
 - (c) to the extent permitted by law, Eftel excludes all liability to the Customer howsoever caused, whether it be in contract, tort (including negligence), statute or at general law, for any loss suffered by the Customer in connection with the installation; and
 - (d) the Customer indemnifies Eftel for any loss or damage suffered by Eftel in connection with the installation activities
- 6.11 The Customer may request a Service Qualification Check for locations prior to submitting a Service Order to determine availability and suitability of the requested technology option. Eftel reserves the right to reject a Service Order for a Location if the Service does not pass the Service Qualification Check or the particular technology is not available at that location.
- 6.12 If a Service Order passes the Service Qualification Check, then Eftel will take all reasonable measures to ensure the Service is delivered at the speed specified in the Service Order, at the location specified in the Service Order and for the Term specified in the Service Order.
- 6.13 If the End-User already has a DSL service with another supplier, then under some circumstance Eftel may be able to move the End-User's service to the Eftel network without requiring a new connection to be made. Details for each technology option are detailed in the relevant Appendix to this document..

7 Fees and Charges Structure – DSL Tail Circuits

- 7.1 Each component Service within the DSL Access Network Service is a fixed price service, charged on a non-recurring basis or recurring monthly in advance. The Customer must pay all fees detailed in the DSL Access Network Service Order that apply to each DSL Tail Circuit ordered.
- 7.2 Chargeable Components which may be applied are set out as follows:

MISCELLANEOUS FEES	COST	UNIT
New Service	\$65	Per Service
Type A Churn	\$25	Per Churn
Type B Churn	\$80	Per Churn
ADSL Speed upgrades	\$25	Per upgrade
ADSL Speed downgrades	\$25	Per downgrade
Churn Reversal	\$100	Per reversal
Incorrect Callout Fee	\$150	Per callout
User not in attendance for appointment	\$150	Per appointment
Incorrect Fault report	\$150	Per incorrect fault
End user calls supplier helpdesk	\$100	Per call
Fast fix charge	\$80	Per fast fix
Early termination	\$75	Per early termination

8 Service Description – DSL Aggregation Circuit (“AGVC”)

- 8.1 In addition to the individual DSL Tail Circuits, the Customer must establish at least one DSL Aggregation Circuit with Eftel, to carry the aggregated End User traffic between the Eftel network and the Customer’s network.
- 8.2 The DSL Aggregation Circuit represents Eftel’s core network resources consumed to backhaul the traffic from the Customer’s End Users across Australia to the Customers network.
- 8.3 It is the Customer’s responsibility to ensure each DSL Aggregation Circuit has sufficient capacity to provide the Customer’s desired level of performance or contention for its End Users, and to alter the DSL Aggregation Circuit capacity in response to changes in traffic demand from its End-Users.
- 8.4 A single Aggregation Circuit provides aggregated access for DSL Tail Circuits across the national coverage of the access network of each technology.
- 8.5 A single SHDSL Aggregation Circuit provides aggregated access for SHDSL Tail Circuits within the relevant state boundary. Separate Aggregation Circuits must be established in each state where SHDSL Tail Circuits are required.

9 Provision of Service – DSL Aggregation Circuit

- 9.1 At the Customer location Eftel will provide a standards based interface for connection of the aggregated traffic from all DSL Data Links of a particular technology option to the Customer’s network. This interface will be one of the following options:
- Electrical Fast Ethernet as per IEEE 802.3u (“100BASE-TX”)
 - Optical Gigabit Ethernet as per IEEE802.3z (“1000BASE-SX”)
 - Electrical Gigabit Ethernet as per IEE 802.3ab (“1000BASE-T”)
- 9.2 Additional Interfaces will be considered on a per request basis, and may incur additional charges.
- 9.3 The Customer will nominate to Eftel one or more L2TP realm names to be used by End Users to authenticate access to the network. These will be provisioned within the Eftel network and also within one or more of Eftel’s Supplier networks.

10 Customer Requirements

- 10.1 The Customer must provide an L2TP LNS server to terminate the L2TP tunnels carrying End User traffic to the Customer.
- 10.2 Optionally, Eftel can provide a Virtual LNS service whereby the Customer’s LNS is hosted within the Eftel network.
- 10.3 The Customer must maintain a RADIUS service containing authentication information for each of the Customer’s End-Users. Eftel’s network will query the Customer’s RADIUS service each time a Customer’s End-User connects to the network with a realm name associated with the Customer.
- 10.4 The Customer agrees and acknowledges that it is the Customers responsibility to maintain a reliable LNS and RADIUS service, and that the Customers End-Users may be adversely affected should the Customer’s LNS or RADIUS service become unavailable or contain incorrect information.
- 10.5 The Customer indemnifies Eftel and any of its suppliers for any claim or difficulty an End-User of the Customer may experience due to a problem or fault within the Customer’s RADIUS service or LNS service. No Service Rebate Claim will be allowed if due to a loss of connectivity or function between the Eftel network and the Customer’s RADIUS service through no fault of either party.

11 Service Increments

- 11.1 DSL Aggregation Circuits are orderable in 1 Mbps intervals, with a minimum of 4 Mbps for SHDSL, and a minimum of 10 Mbps for ADSL.

12 Payment

- 12.1 Each DSL Aggregation Circuit is a fixed price service, charged monthly in advance. The Customer must pay all fees detailed in the DSL Aggregation Circuit Service Order.

13 Term and Commencement

- 13.1 Each DSL Tail Circuit will be supplied for the term specified in the Service Order, which may not be less than 12 months.
- 13.2 The DSL Aggregation Circuit will be supplied while there is at least one DSL Tail Circuit of the appropriate technology being supplied, for a term not less than 12 months.
- 13.3 Once Eftel confirms that a Service is active, Eftel will notify the Customer of Service Completion via email to the Ready For Service “RFS” contact listed in the Service Order. The date of this email forms the RFS date.
- 13.4 The term for each Service commences on the RFS date, which is the first day by which the services is available for use by the Customer but no earlier than the date listed in the Service Order, unless otherwise agreed in writing by both parties.

14 Service Delivery

14.1 Eftel will use all reasonable endeavours to provide each DSL Tail Circuit on the Customer Requested Date specified in the Service Order. In many cases Eftel will rely on third parties to provide or supply equipment, access, circuits or cross-connects and therefore Eftel will not be liable for any delay installing the services. Dates specified in the Service Order are approximate. Eftel will keep the customer informed of its progress provisioning the Service.

15 Fault Reporting and Response Times

15.1 Before reporting a fault to Eftel, Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment, or within the customer's administrative domain, or within the equipment or administrative domain of the Customer's End-User.

15.2 A Customer who relies on Eftel supplied Customer Premise Equipment ("CPE") must specifically ensure that the Eftel CPE is receiving power and cooling as required to be operational.

15.3 As soon as Customer has confirmed a fault is related to the Service supplied by Eftel, that fault must be reported to Eftel by telephone or email.

15.4 If Eftel determines the fault is attributable to Customer or End-User equipment then:

- (a) Eftel reserves the right to invoice the Customer a reasonable amount (not to exceed \$500) for the time spent diagnosing the Customer's fault;
- (b) if you request Eftel to rectify the fault, and Eftel agrees to your request, Eftel may charge you for the work required to rectify the fault based on the Fee for Service charges as quoted.

15.5 Eftel will respond to fault reports and commence rectification within the intervals detailed in the following table:

FAULT LEVEL	RESPONSE TO FAULT LOGGED VIA EMAIL	RESPONSE TO FAULT LOGGED VIA PHONE
P1 Fault – Service Down	-	30 mins
P2 Fault – Service Significantly Impaired	12 hours	4 hours
P3 Fault (Minor Issue)	24 hours	24 hours

15.6 Restoration Times for DSL Tail Circuits vary depending on the technology option and Supplier network, and are detailed in the appropriate Appendix to this Schedule.

15.7 Restoration Timeframes for DSL Aggregation Circuits are set out according to the following table:

FAULT LEVEL	MEAN TIME TO RESTORE
P1 Fault – Service Down	4 hours
P2 Fault – Service Significantly Impaired	12 hours
P3 Fault (Minor Issue)	5 working days

16 Service Levels Agreement and Rebates

16.1 Eftel provides the DSL Aggregation Circuit with the following Service Level Expectation:

AGVC Service Availability Expectation

Service Availability (%)	99.95%
Service Failure min/PCM	21 mins

16.2 Should in any given month a DSL Aggregation Circuit not perform to the Service Level Expectation, Eftel will provide the customer with a Service Level Rebate provided the customer reported the fault (in accordance with Section 11) and opened a valid trouble ticket. The rebate provided is listed in the following table:

AGVC Service Level Rebates

AGGREGATE OUTAGE MINUTES IN MONTH - AGV	<21 mins	21 min. to < 1	1 hour to < 2 hours	2 hours to < 4 hours	>4
% OF MONTHLY CHARGE REBATED	0%	5%	10%	15%	20%

16.3 A Service rebate is not redeemable in any form other than a credit to the Customer's account and in any month is capped at 20% of the Monthly Service Charge for the effected Service.

16.4 A Service Rebate Claim (SRC) must be submitted in writing within 7 Business Days from the date on which the fault was restored. Eftel will not be required to consider any claims submitted after 7 Business Days.

16.5 Once a claim is received, Eftel will review the event and calculate the Service rebate (if applicable) and credit to the Customer's account any such Service Rebate.

16.6 The customer will not be entitled to claim a rebate if Eftel determines the fault was due to or to the extent caused directly or indirectly by:

- i Act or omission of the Customer
- ii Failure of the Customer's equipment
- iii Failure of services supplied by the Customer to the Eftel CPE
- iv Scheduled Maintenance
- v You have claimed a Service rebate related to this outage under a different Service Schedule
- vi Permitted suspension by Eftel of the service for account events, including non payment and acceptable usage policy violations
- vii Was the result of a "force majeure" event

16.7 Service Claims must be submitted via email to support@eftelwholesale.net.au

16.8 The Service Level Rebates contained herein shall be the Customer's sole remedy for any downtime in the Service.

17 Scheduled Maintenance

17.1 Eftel requires from time to time the ability to perform maintenance on the network. It shall provide via email (to the technical and administrative contact listed on the Service Order, to the following schedule.

Scheduled Maintenance Notice Periods

CATEGORY	NOTICE PERIOD	DURATION	PERIOD
CONSULTATIVE	As Agreed by Parties	As Agreed by Parties	As Agreed by Parties
PLANNED MAJOR	10 Business Days	< 3 hours	1am - 5am (AEST)
PLANNED MINOR	5 Business Days	< 60 mins	1am - 5am (AEST)
UNPLANNED MINOR	24 Hours	< 5 min	1am - 5am (AEST)
EMERGENCY	-	< 1 min	1am - 5am (AEST)

18 Interception

- 18.1 Customer acknowledges that it has certain obligations to assist law enforcement and other agencies, including a requirement to ensure that it is capable of intercepting a communication passing over its network or facilities.
- 18.2 In addition to its obligations under the MSA, Eftel may require the Customer to intercept a communication in response to a warrant or other requirement of a Regulator. Customer will comply with any such requirement and, on request, will also provide to Eftel copies of all records which are created in doing so.

19 Acceptable Usage

- 19.1 The Customer warrants that it will not use, or attempt to use, a Service and that it will use all reasonable endeavours to prevent its End Users using or attempting to use a Service:
- (a) to break any law or to infringe another person's rights;
 - (b) to expose Eftel or its suppliers to liability;
 - (c) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted; or
 - (d) in any way which damages, interferes with or Interrupts the Service, the Eftel Network or a Supplier Network.
- 19.2 The Customer acknowledges that it is solely responsible for:
- (a) ensuring it has all necessary consents and authorisations to resupply the Service to End Users, including consents and authorisations from End Users, Suppliers and other carriage service providers;
 - (b) dealing with End Users concerning fault reports and other complaints or enquiries about the Service;
 - (c) responding to all End User fault reports, complaints or enquiries about services which are provided using the Service; and
 - (d) billing and collecting from End Users for all services which are provided using the Service.
- 19.3 The Customer acknowledges that neither Eftel nor its Suppliers are obliged to:
- (a) monitor use of the Service or any individual DSL Tail Circuit
 - (b) ensure End Users do not exceed any monthly download or upload limits or excessively use their service; or
 - (c) suspend or configure an Individual Service if any of the events specified in this Service Schedule occur, and whether or not Eftel does so, the Customer remains liable for use of the Service.
- 19.4 Downloading or uploading greater than 30 gigabytes per month per Telstra ADSL Tail Circuit, or 150 gigabytes per month per Optus ADSL2+ Tail Circuit, may affect the performance of the networks of the service providers used to carry the Service. Accordingly, the Customer agrees that Eftel can, upon four days notice (but shorter if the excessive usage is seriously impacting the networks of the service providers used to carry the Service), direct the Customer to take action to prevent further excessive use of the Service.
- 19.5 Eftel may ask the Customer to stop, or ask it to stop its End-Users, acting or failing to act in a manner which Eftel reasonably believes is contrary to paragraphs 19.1, 19.2 and 19.4. The Customer will as soon as reasonably practicable (but in any case within two Business Days) comply with any such request. If the Customer does not, then Eftel may, in its absolute discretion and without liability, take any steps reasonably necessary to ensure compliance with paragraphs 19.1 including suspending the relevant DSL Tail Circuit or the entire Service.

DESCRIPTION	CHARGE PER INDIVIDUAL REQUEST
Charge to connect an End User Access where an ONT is already installed	\$85.00
Early termination Charge if the End User Access is disconnected within 12 months of the relevant End User Access being activated	\$120 Charge is waived for Migrations in the SBX ESA during the migration period.
Charge for a completed Migration request a Telstra ADSL Broadband End User Access to a Fibre Based End User Access	Charge is waived in accordance for Migrations in the SBX ESA during the migration period.
Charges for rejects, withdrawals and retargets associated with a Migration request.	A Charge advised by Eftel to The Customer on 20 Business Days notice
Charge to change the configuration of an End User Access (port data transmission rate is increased or decreased or configuration of the End User's session is changed)	\$35
Incorrect Callout Fee	\$120
Charge for Not In Attendance	\$120
Charge for an incorrect fault report to the Telstra FRC	\$120
Charge when an End User directly calls the Telstra FRC for assistance	\$120
Service qualification (where required) per End User Access	\$0
Charge to install battery back-up option to AC PSU (excluding supply of battery) at time of initial installation	POA Charges are waived for Migrated End User Accesses located in the SBX ESA during the migration period.
Charge to replace existing PSU with a PSU with battery back-up (excluding supply of battery) after initial installation	POA Charges are waived for Migrated End User Accesses located in the SBX ESA during the migration period.
Charge for installation of additional ONT	POA
Charge for the migration from an external to an	POA
Internal ONT	
Fast Fix Charge	\$80

APPENDIX B

TERMS SPECIFIC TO OPTUS ADSL2+ TAIL CIRCUITS

Service Options for Optus ADSL2+ Circuits

- B.1 Optus ADSL2+ services provide up to 20Mbps downstream / 1 Mbps upstream. The typical downstream capacity is approximately 15 Mbps, and the minimum capacity is at least 880kbps. The service will synchronise to the highest technically achievable line-rate achievable on the End-User's line.
- B.2 If the End-User already has an ADSL service on the Optus DSL network with another service provider, including an Optus retail connection, then Eftel may be able to transfer the End-User's service to the Eftel network without requiring the service to be cancelled and a new connection to be made. This transfer is known as a CHURN process.
- B.3 Eftel is not responsible or liable for any charges from your End User's previous supplier, nor is Eftel responsible for any delay by, or any act or omission of, the losing service provider in completing the transfer process.

Provisioning Timetable – Optus ADSL2+ Tail Circuits

- B.4 The standard provisioning interval for an Optus ADSL2+ service is 8 – 12 business days, commencing on the day after the order is accepted by Eftel.

End User Agreements

- B.5 The Customer must include in any agreement with End Users terms consistent with the following, modified so as to not identify Eftel by name (Eftel may be referred to as a Supplier):
- Eftel is only able to provide an Optus ADSL2+ service if the End User has a vacant telephone wire pair between the relevant exchange building and the End User's premises.
 - Neither Eftel nor its Supplier (which may be referred to as a carrier or supplier to you) is liable to the End User in any circumstances (including in negligence) in relation to any Service supplied to the End User, any delay in supplying the Service or any failure to supply the service.
 - The End User must comply with the Acceptable Usage clauses of Paragraph 18.
 - Eftel or its Supplier may suspend or configure an Optus ADSL2+ service if any of the events specified in this Agreement occur, and whether or not this occurs, the End User remains liable for the use of the service.
- B.6 The Customer must:
- On request, provide Eftel with a copy of its End User Agreement, including any specific End User Agreement if Eftel reasonably suspects they are not complying with the Acceptable Use Policy;
 - Not resupply any DSL service to any person who has not agreed to be bound by the End User Agreement; and enforce the End User Agreement were not to do so could have a detrimental effect on Eftel or its Supplier's networks.

Rectification Timeframes – Optus ADSL2+

- B.7 Eftel and its Suppliers will use their best reasonable endeavours to repair or rectify Optus ADSL2+ faults and service issues. Rectification may include a temporary service restoration, with a permanent resolution to be completed at a later date.

Service Levels Agreement and Rebates

- B.8 Eftel provides each Optus ADSL2+ Tail Circuit with the following Service Availability Expectation:

OPTUS ADSL2+ Minimum Service Availability Expectation

Service Availability (%)	99%
Service Failure (Max)	6 hours per calendar month

- B.9 Should in any given month an Optus ADSL2+ Tail Circuit fail to achieve the Service Availability Expectation specified above, Eftel will provide the customer with a Service Level Rebate provided the customer reported the fault and opened a valid trouble ticket. The rebate provided is listed in the following table:

OPTUS ADSL2+ Service Level Rebates

Aggregate Outage per Calendar	< 3.65 hours	<10 hours to 10	<20 hours to 20 hours	20 hours or
% of Monthly Charge Rebated	0%	10%	20%	50%

APPENDIX C

TERMS SPECIFIC TO SHDSL TAIL CIRCUITS SERVICE OPTIONS FOR SHDSL TAIL CIRCUITS

C.1 The available line-rate options for SHDSL Services are:

- 192 Kbps bidirectional
- 256 Kbps bidirectional
- 512 Kbps bidirectional
- 768 Kbps bidirectional
- 1024 Kbps bidirectional
- 1536 Kbps bidirectional
- 2048 Kbps bidirectional
- 4096 Kbps bidirectional* - requires 2-pair compatible CPE

Provisioning Timetable – SHDSL Tail Circuits

C.2 The standard provisioning interval for a SHDSL service is 20 business days, commencing on the day after the order is accepted by Eftel.

C.3 Each SHDSL service must be provisioned as a new service – transfers and churns of existing DSL services are not available.

End User Agreements

C.4 The Customer must include in any agreement with End Users terms consistent with the following, modified so as to not identify Eftel by name (Eftel may be referred to as a Supplier):

- Eftel is only able to provide an SHDSL service if the End User has a vacant telephone wire pair between the relevant exchange building and the End User's premises.
- Neither Eftel nor its Supplier (which may be referred to as a carrier or supplier to you) is liable to the End User in any circumstances (including in negligence) in relation to any Service supplied to the End User, any delay in supplying the Service or any failure to supply the service.
- The End User must comply with the Acceptable Usage clauses of Paragraph 18.
- Eftel or its Supplier may suspend or configure an SHDSL service if any of the events specified in this Agreement occur, and whether or not this occurs, the End User remains liable for the use of the service.

Rectification Timeframes – SHDSL

C.5 Eftel and its partner networks will use its best endeavours to repair or rectify SHDSL faults and service issues according to the following tables. Rectification may include a temporary service restoration, with a permanent resolution to be completed at a later date.

C.6 The SHDSL network offers three levels of repair and rectification resourcing in the event of a fault, selectable at the time the service is first ordered.

- Standard
- Business
- Express

C.7 Standard service level is included in the standard price – Business and Express service levels are at additional cost.

C.8 Eftel and its partner networks will use its best endeavours to repair or rectify SHDSL faults and service issues according to the following tables. Rectification may include a temporary service restoration, with a permanent resolution to be completed at a later date.

SHDSL Optional Support Plans

HOURS OF COVERAGE			
LOCATION	STANDARD	BUSINESS	EXPRESS
Hours of coverage	8:30am to 5pm	7am to 9pm	24 hrs
Days of Coverage	Mon – Fri	Mon – Sat, Public Holidays included	7 days, Public Holidays included

SHDSL Repair Timeframes

MEAN TIME TO REPAIR			
LOCATION	STANDARD	BUSINESS	EXPRESS
CBD/Urban Areas	By the end of the first full Business	12 Hours	4 hours (Available CBD Only)
Rural Areas	By the end of the second full Business	12 Hours + one Business Day	
Remote Areas	By the end of the third full Business	12 Hours + two Business	