



IP TRANSIT SERVICE SCHEDULE AGREEMENT

OPERATIVE PROVISIONS

1 The Service

- 1.1 This Service Schedule is for the supply of IP Transit delivered across the Eftel International and Domestic IP Networks.
- 1.2 This Service Schedule will apply to the first and any subsequent Service Orders executed by the Customer and Eftel.

2 Prerequisites to supply of the Service

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

3 Parties

- 3.1 This Schedule applies between Eftel Limited ("Eftel") and the Customer identified in Service Orders for IP Transit as appropriate ("Customer")

4 Provision of Service

- 4.1 Eftel Limited will provide a standards based interface for connection to the Eftel Limited IP Network (AS 9482) for delivery of the Service.
 - Optical SDH as per ITU-T G.707
 - 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")
 - Optical 10 Gigabit Ethernet as per IEEE 802.3ae ("10GBASE-SR")

- 4.2 Additional Interfaces will be considered on a per request basis, and may incur additional charges.

- 4.3 The service will be 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.

5 Service Description

- 5.1 Eftel Limited maintains and operates the Eftel Limited Network under the Autonomous System Number AS9482.
- 5.2 The Eftel Limited International network currently consists of physical capacity on both segments of the Southern Cross Cable Network (SCCN). SCCN is a geographically diverse SDH fibre optic cable system, connecting Australia with the USA via New Zealand, Fiji and Hawaii. Eftel Limited at its sole discretion may add additional capacity on existing or new Undersea Cable Systems for the purpose of expanding the AS9482 network.
- 5.3 The Eftel domestic network consists of peering at PIPE Internet exchanges Points (IXPs) plus the West Australian Internet exchange (WAIX) plus transit services with at least one of Telstra, Optus, Verizon or AAPT.
- 5.4 Customers will exchange route information with Eftel Limited via the Border Gateway Protocol version 4 (BGP).
- 5.5 Eftel Limited will supply a full global BGP routing table to the customer or a default route as specified in the Service Order.
- 5.6 The global routing table is large and constantly growing. If the customer elects to receive a full table Eftel Limited advises the Customer to ensure their equipment is capable of supporting the current table and its future growth.

6 Service Increments

- 6.1 A service for delivery on an optical SDH port is orderable at speeds of 155.52 Mbps (STM1), 622.08 Mbps (STM4) and 2.488 Gbps (STM16).
- 6.2 A service for delivery on an Ethernet port is orderable at a minimum of 1 Mbps, increasing in multiples of 1Mbps to 10Mbps and increasing in multiples of 5Mbps above 10Mbps.

7 Term and Commencement

- 7.1 The IP Transit Service will be supplied for the term specified in the Service Order.
- 7.2 Eftel will (upon completion of provisioning) test the IP Transit Service. Once Eftel confirms that the 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.
- 7.3 The term 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 IP Transit Service Order, unless otherwise agreed in writing by both parties.

8 Payment

- 8.1 The IP Transit product is a fixed price service, it is charged monthly in advance. The Customer must pay all fees detailed in the Service Order.

9 Service Delivery

- 9.1 Eftel will use all reasonable endeavours to provide the Service on the commencement 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.

10 Fault Reporting and Response Times

- 10.1 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.
- 10.2 A Customer who relies on Eftel supplied Customer Premise Equipment ("CPE") must specifically ensure that the CPE is receiving power and cooling as required to be operational.
- 10.3 As soon as Customer has confirmed the fault is related to the Service supplied by Eftel, that fault must be reported to Eftel by telephone or email.
- 10.4 If Eftel determines the fault is attributable to Customer equipment then Eftel reserves the right to invoice the customer a reasonable amount (not to exceed \$500) for the time spent diagnosing the Customer's fault.'
- 10.5 Eftel will respond to faults as per 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 |

11 Service Levels Agreement and Rebates

- 11.1 Eftel provides the IP Transit Service with the following Service Levels:

Table AGVC Service Availability Expectation

| | |
|--------------------------|---------|
| Service Availability (%) | 99.85% |
| Service Failure min/PCM | 66 mins |

- 11.2 Service Availability is defined as the period in which the Eftel International Network is performing at or better than the following figures. Measurements are taken between the router delivering the service to the Customer and our upstream providers core router.

| | |
|---------------|---------|
| Latency (RTT) | < 235ms |
| Packet Loss | < 1% |

- 11.3 Should in any given month the IP Transit Service not perform to the Service Level Agreement (specific in 11.2), Eftel will provide the customer with a Service Level Rebate provided the customer reported the fault (in accordance with Section 10) and opened a valid trouble ticket. The rebate provided is listed in the following table:

Table AGVC Service Level Rebates

| AGGREGATE OUTAGE MINUTES IN MONTH - AGV | <66 min | 66 min < 2 Hours | 2 hours to < 4 hours | 4 hours to < 6 hours | > 6 hours |
|---|---------|------------------|----------------------|----------------------|-----------|
| % OF MONTHLY CHARGE REBATED | 0% | 5% | 10% | 15% | 20% |

- 11.4 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.
- 11.5 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.
- 11.6 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.

- 11.7 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

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

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

12 Scheduled Maintenance

12.1 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 IP Transit Service Order, to the following schedule.

Table 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) |

13 Route Announcement, Registration and Filtering

- 13.1 Customer is to by way of Border Gateway Protocol Version 4 (BGP) announce all routes for which the customer wants to receive International and Domestic IP Traffic.
- 13.2 Eftel will in all cases filter Prefixes and AS Numbers it receives from the Customer.
- 13.3 Customers are required to register with the Eftel NOC all routes and downstream AS Numbers for which it wishes to receive traffic from Eftel. Eftel will update its own filters (and advise its upstream providers) within 24hours, and where urgent will use its best efforts to updated filters (and advise its upstream providers) within 60 mins.
- 13.4 Eftel may be required to update filters with some of its transit providers. Eftel makes no guarantee that those providers will update their filters within the timeframe listed above.
- 13.5 By requesting the registration of a route or AS, the Customer warrants that it is the owner or leaseholder of those resources, or is authorised by the owner or leaseholder to use that resource.
- 13.6 Should Eftel receive a complaint about the Customer's use of an Internet resource (such as IP block or AS number) Eftel will resolve all such complaints in the favour of the Organisation listed in APNIC WHOIS database. In the event of a dispute, onus is on the Customer to prove ownership of the resource, should the Customer be unable to do this, any decision taken by Eftel to not route network a will not be considered a breach of any SLA or covenant of this agreements.
- 13.7 Eftel will typically not supply IP Address blocks or AS numbers to the Customer. The customer should contact APNIC for allocation of such resources.