

Our Customer Relationship Agreement

POINT COOK FTTP TRIAL SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of our CRA or in the body of this Service Description.

1. ABOUT THE POINT COOK FTTP TRIAL SERVICE DESCRIPTION

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.
- 1.2 Use of the Point Cook FTTP Trial Service (**Service**) is subject to this Service Description and the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms.

2. DEFINITIONS

Premises means the location where you intend to use the Service. We can only deliver the Service to homes that are within the specified Telstra FTTP Trial area of Point Cook, Victoria. We will deliver your Service to the network boundary point of that Premises, which is defined as the Network Termination Device. Cabling from the network boundary point to the location where you intend to use the Service is your responsibility and you may incur charges for any installation, repair or any other work required in relation to any such cabling.

3. OVERVIEW OF THE SERVICE

- 3.1 The Service provides broadband Internet and standard telephone services delivered over an optical fibre access network to your home. The Service is only available in the specified FTTP Trial area of Point Cook, Victoria.
- 3.2 This is a trial service and as such there are several important items that you must consider. By signing the Application, you are stating that you have read and understood these items.
- 3.3 **Limited Duration**
 - (a) Initially we were advised that applications to the trial will close on 20th November 2010, although this has now been extended indefinitely.
 - (b) The services themselves will continue beyond this date; however the underlying cost of the access from the wholesale network operator may change from 20th May 2011. If this occurs we reserve the right to change the retail price of the Service. You will be informed of any price changes and if these are not acceptable to you, you may cancel your Internode service/s without penalty.

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3.4 Property Owner Consent

The installation involves physical work at your Premises. For the purposes of this trial it is a condition that the lessee of the Service is the owner of Premises, or has obtained the consent of the Premises owner.

3.5 Requirement for a Basic Telephone Service

- (a) In order to obtain a Broadband Service, you must have a Basic Telephone Service. Examples of a Basic Telephone Service include an Internode NodeLine or a Telstra HomeLine service.
- (b) If you cancel your Basic Telephone Service, then your broadband Service will also automatically be cancelled.
- (c) You may choose to transfer your existing Basic Telephone Service to NodeLine, and in that case you will receive a monthly 'bundling' discount on your broadband service. A complete description of NodeLine is available on our Website.
- (d) Number porting of an existing Basic Telephone Service (such as HomeLine) to NodeLine is fully supported. While you are under no obligation to transfer your phone service to NodeLine, you must retain a Basic Telephone Service at all times.

3.6 Customer Equipment Requirements

- (a) Appropriate customer equipment must be purchased, maintained and operated by you, and will remain your property beyond the termination of any Service agreement with us. All customer equipment must be approved for connection to Australian telecommunications networks.
- (b) You need to provide equipment to access the service/s.
 - (A) For the broadband Internet Service, you will need an Ethernet router ('Home Gateway'). Direct connection of any other device (such as a PC) to the Ethernet interface on the Optical Network Termination unit is not permitted. We recommend, sell and support the NetComm NP803n Ethernet Router and the Apple Airport Extreme Ethernet Router. We do not offer technical support for any other type of Ethernet router. Please note that ADSL routers are unsuitable for this purpose.
 - (B) For the telephone Service, you need to provide an analogue telephone handset that is compliant with Australian standards.

4. THE INSTALLATION PROCESS

4.1 Standard Installation

- (a) The 'Standard Installation' covers the following items:
 - (A) install a new optical lead-in to the existing lead-in pipe to wall box;

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- (B) supply and install a new optical fibre wall box which, generally, will replace the existing copper wall box;
 - (C) supply and install fibre lateral cable from the fibre wall box to the fibre wall plate using wall and roof cavities where accessible (for example, a single storey house with a tile roof) plus external conduit where required;
 - (D) supply the PSU (as ordered by you); and
 - (E) supply and install the cable between an outdoor ONT and the PSU.
- (b) A Standard Installation does not include:
- (A) boring where equipment cannot be used safely;
 - (B) cutting of a concrete driveway (or other hard surface) and reinstatement;
 - (C) the lifting of a metal roof;
 - (D) the installation of a wall plate outside a 50m radius of the fibre wall box;
 - (E) the installation of a PSU more than 1 metre away from a suitable power outlet;
 - (F) the installation of an ONT more than 1 metre away from the PSU;
 - (G) the installation of a PSU 25 metres or more from an outdoor ONT;
 - (i) any internal telephone and fixed data cabling;
 - (H) trenching to house underground cabling at the end user Premises;
 - (I) the erection of poles including any required clearing, digging and reinstatement of land;
 - (J) cabling where the point where the ONT is installed at the End User Premises is more than 20 metres (radial distance) from the point where Telstra's lead-in cable meets the building at the End User Premises;
 - (K) cabling from a fixed termination point to a moveable structure;
 - (L) cabling across, through or under a body of water or tidal land to an isolated mooring structure, a buoy, a bollard or a vessel;
 - (M) clearing, digging and reinstatement of land required to install the lead-in cable along the chosen route on the End User Premises; or
 - (N) any additional cabling or equipment required to reduce, eliminate or avoid a site hazard (such as a high-voltage substation, a hazardous area or explosive atmosphere).

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4.2 An Outage During Cutover

It is expected that there will be an outage of approximately 24 hours while the installation is being performed. During this period, the Customer Service Guarantees do not apply on your Basic Telephone Service.

4.3 Installation of the Lead In Cable

- (a) Installation of the lead in cable results in the removal of any metallic communications cabling that currently connects your property, such as the twisted copper pairs that currently provide telephone and ADSL services. Once this is done, we can offer no assurance that your property will ever be reconnected using metallic communications cable.
- (b) An appointment will be made for the installation activity, and this appointment will be conducted during standard business hours. You will need to be at your premises to provide access as required for the installation technicians.

4.4 Installation of the Optical Network Termination Unit

- (a) You will need to provide an internal domestic AC 240V socket-outlet for the Power Supply Unit. This socket outlet must be between 350 mm and 1700 mm from the floor.
 - (A) Premises with one or two Basic Telephone Services will receive an indoor Optical Network Termination device, which will be installed in close proximity to the Power Supply Unit.
 - (B) Premises with more than two Basic Telephone Services will require an outdoor Optical Network Termination Device, which must be within a radial distance of 25 metres of the Power Supply Unit.
- (b) If the above cannot be achieved with an existing socket-outlet, you agree to arrange and pay for a licensed electrician to install a new socket-outlet.
- (c) The Optical Network Termination device, power supply and power supply cabling remain at all times the property of Telstra Corporation Limited. Replacement charges may be applied if you damage or remove this equipment.

4.5 Battery Backup

- (a) If desired, you can specify that the Power Supply Unit has the capability of a battery backup. For the purposes of the trial, there is no additional cost for specifying this option. However, you will need to purchase and maintain the battery.
 - (A) During a power failure, the back-up battery will ensure that you will be able to receive or make telephone calls - including calls to the emergency 000 service. It is your responsibility to ensure that the battery is not flat or faulty and is replaced as per the manufacturer's specifications.
 - (B) The battery must comply with the following specification : 12V 7.0-7.2Ah Sealed Lead Acid Battery (6 Cells); 150mm (W) x 94mm (H) x 64mm (D);

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Quick Disconnect Tabs/F2/T2/ Faston® Tab terminals; and Type250;6.35mm (W),0.81mm(T).

- (b) If you choose not to have a battery backup, we recommend that you have a mobile phone available at all times for emergency use.

4.6 Network Boundary Point

- (a) The Network Boundary Point is defined as the Ethernet port and Basic Telephone Service port on the Optical Network Termination device. Any cabling connected to these ports is your responsibility and subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006).
- (b) **You agree to arrange and pay for the services of an ACMA licensed cabler for all premises cabling**, such as that used to connect new or existing telephone or data sockets in your premises to the Optical Network Termination device.

5. BROADBAND SERVICES

5.1 Churn

Please note that process such as 'broadband churn' are not available during the trial.

5.2 Plan Changes

You can request a change to your broadband plan (in terms of speed and/or quota) at any time during the trial; these will be actioned on your monthly service rollover date.

5.3 Broadband Speeds

- (a) We provide no guarantees as to the speed of the broadband services during the trial.
- (b) Any transmission speeds referred to by us for the broadband Internet service refer to the maximum theoretical throughput speed achievable with the service under ideal conditions. You acknowledge that the actual achieved speeds may be substantially lower than the theoretical speeds for a variety of reasons. These reasons include, but are not limited to:
 - (A) The configuration and type of the copper wiring within your premises (it is recommended that Cat5e/Cat6 structured cabling is used throughout).
 - (B) The TCP/IP protocol stack and application software configuration on your computer (including but not limited to TCP Window Size configuration).
 - (C) Your broadband equipment, including the capacity of its CPU to keep up with the peak data flow rates offered by the broadband service.
 - (D) The capacity of, load on, and available throughput rate of the remote host that you are accessing.
 - (E) The presence of service faults or network link congestion at any point in the end-to-end path between a remote host and your system.

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6. INCOMPATIBLE TELEPHONE SERVICE

- 6.1 A number of 'Telephone Products' are incompatible with the Basic Telephone Service that is delivered over the Trial FTTP network. It is unlikely that any of these would cause an issue, but for completeness they are listed below:
- (a) ADSL, which is purely a copper line technology.
 - (b) Customer Loop Metering equipment.
- 6.2 We also cannot transfer any of the following telephone services:
- (a) Any payphone, mobile, satellite or ISDN telephone service.
 - (b) Call Diversion Number Only, which is an exchange based call diverter used when you do not have a physical telephone service.
 - (c) Prepaid telephone services such as Communic8 Prepaid Home.
 - (d) Corporate telephony products such as CVPN and 'credit management' products such as InContact.
 - (e) The auxiliary number of EasyCall®+ Multiple Number or Faxstream Duet® – you will need to transfer the 'prime number' of these services, and the auxiliary numbers will follow.
- 6.3 Please note that 'Priority Assist' is not available on NodeLine. Priority Assist is for people who may be reliant on a telephone service because of a serious medical condition – we do not recommend NodeLine in these circumstances. Calls to 190 numbers are also not available.

7. GENERAL CONDITIONS

- 7.1 You agree to report to us – and specifically not to Telstra - any faults with the services that you are obtaining from us. You may be asked to assist in the resolution of the fault, for example by providing information on the status lights of your Optical Network Termination device, or facilitating access to your property by a technician.
- 7.2 No service level agreement applies to broadband services on the trial, and while we will use our best endeavors to provide a timely response, no guarantee is offered in respect of the time to provision Services, detect faults, or to repair or restore services which develop a fault.
- 7.3 One of the most important aspects of the trial is your feedback. You agree to complete a questionnaire regarding your trial experiences, as required by us or the wholesale network operator.
- 7.4 **Service Cancellations & Contracts**
- (a) For the purposes of the trial, you are not under a term contract with us. No cancellation fees apply if you decide to cancel the Service.

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- (b) However, we would appreciate your feedback on why you have cancelled the Service, as it this forms an important part of the learnings from the trial.

7.5 Legalities

- (a) The trial Services are provided 'as-is', and you accept and agree that you will have no claim for liability or damages, related to the failure to deliver a service, or the removal or failure of that Service once installed.
- (b) You release and indemnify us from all liability (including third party claims) arising from the following (to the extent that the liability is caused by the provision or cancellation of a Service):
 - (A) disruption in the delivery of Services;
 - (B) cancellation of the Service for any reason; or
 - (C) suspension of the provision of the Service to particular Internet Protocol (IP) addresses;
- (c) You agree that you will:
 - (A) not interfere with the normal operation of the Service or any facility, or make either unsafe;
 - (B) not access or attempt to access Network Termination Device (or any other equipment used to provide the Service) located on your Premises;
 - (C) allow us or any other relevant third-parties (as applicable) safe access to the Premises as required in order to (a) inspect or test a facility which may be causing interference or danger; and (b) in connection with the provision, maintenance and repair of the Service or any related facility;
 - (D) ensure that we or any other relevant third parties (as applicable) are provided with sufficient and timely access to the Premises to enable us or any other relevant third parties (as applicable) to provide the Service; and
 - (E) permit us or any other relevant third parties (as applicable) to modify any facility or equipment to avoid danger if requested by us or any other relevant third parties (as applicable).