

Our Customer Relationship Agreement

WHOLESALE FIXED-WIRELESS BROADBAND SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

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1/502 Hay Street, Subiaco WA 6008

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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 our Master Services Agreement (as applicable), or in the body of this Service Description.

1. ABOUT THE WHOLESALE FIXED-WIRELESS BROADBAND 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 or Master Services Agreement (as applicable).
- 1.2 Use of the Internode Wholesale Fixed-Wireless Broadband Service (**Service**) is subject to this Service Description and:
- (a) the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms; or
 - (b) our Master Services Agreement (as applicable).

2. DEFINITIONS

Network Boundary Point means the subscriber data adapter, which supplies power to the radio equipment supplied by us and an Ethernet connection for a router.

Customer Equipment means the equipment required to access the Service. This includes the radio equipment, antenna, a mast, a subscriber data adapter, cabling to the network boundary point and a fully configured VoIP Ethernet router.

Premises means the location where you or your End User intends to use the Service.

Service means one of our Wholesale Fixed-Wireless Broadband services.

Warranty means our Fixed-Wireless Broadband Warranty available on our Website.

3. THE SERVICE

The Service is a broadband internet service available in certain regional South Australian locations. The Service offers end to end connectivity from the Network

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Boundary Point of the Premises to us and through us to either the global internet or Internode Business Connect (**IBC**).

4. INSTALLATION & EQUIPMENT

4.1 An installation is required when:

- (a) a Service has never been provisioned at the Premises;
- (b) a Service has previously been provisioned at the Premises but the equipment left at the Premises that was installed to provide the Service is not in working order; or
- (c) a Service has previously been provisioned at the Premises but the equipment that was installed to provide the Service has been removed.

4.2 An installation consists of:

- (a) professional installation by a technician (labour); and
- (b) provision of:
 - (A) a fixed directional antenna and specific radio equipment;
 - (B) a mast;
 - (C) a subscriber data adapter;
 - (D) cabling to the Network Boundary Point; and
 - (E) a fully configured VoIP Ethernet router (which may be provided by you or your End User).

4.3 We will perform the installation described in clause 4.2 at the Premises. Please refer to clauses 5.1 and 5.2 for information about our charges for the installation.

4.4 We are able to provide the fully configured VoIP Ethernet router as part of and included in the price of the installation. Alternatively, you or your End User may supply a different router, provided it meets our requirements, but our support staff may not necessarily be able to provide support for it if it is not one Internode normally supplies.

4.5 You must ensure that your End User provides an internal domestic AC 240V socket-outlet for the subscriber data adapter.

4.6 The installation involves physical work at the Premises. You must obtain the written consent of the owner of the Premises and you agree to produce it to us upon request.

4.7 You must assist us and comply with all our requirements, which may be advised to you from time to time, in relation to the installation of the Service.

4.8 We will supply the Service to the Network Boundary Point. Any equipment or cabling connected to the Network Boundary Point is your (or your End User's) responsibility and subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006). You agree to arrange and pay (or ensure that your End User arranges

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and pays) for the services of an ACMA licensed cabler for all Premises cabling that you (or your End User) require that is not included in a standard installation, such as that used to connect new or existing data sockets in the Premises to the Network Boundary Point.

- 4.9 Customer Equipment is owned by you and remains your property beyond the termination of any service agreement with us. Equipment supplied by us as part of the installation of the Service is covered by the Warranty. Details of the Warranty are available on our Website. Customer Equipment that is not supplied by us must be maintained by you and is solely your responsibility at all times. Customer Equipment that is supplied by us and subject to the Warranty must be maintained by you and is solely your responsibility at the conclusion of the Warranty.
- 4.10 If an installation is not required because the Service has previously been installed at the Premises (for example where an End User has recently moved into a Premises where the previous occupant was receiving a Service) and the equipment required to provide the Service is still in place and in working order then we will charge you for set up (as per our current price) rather than charging for you for installation.

5. SERVICE PLANS AND PRICING

- 5.1 The Service plans that are available for supply pursuant to this Service Schedule and the wholesale price of those Service plans (including installation charges where installation is required or set up charges where installation is not required) may be advised by us to you from time to time by email or ordinary post.
- 5.2 We may change the wholesale price (including installation charges) that we charge you for the Service:
- (a) immediately upon notice by email or ordinary post for new Service orders; or
 - (b) upon 3 months notice by email or ordinary post for existing Services we are supplying on an ongoing basis.

6. RESELLING CONDITIONS

- 6.1 You may resell the Service to your End Users subject to the following conditions:
- (a) You must order the Service by the method advised by us to you from time to time.
 - (b) During the first 2 years from the installation date of a Service we will repair the equipment supplied as part of the installation of the Service in accordance with the Warranty. You must assist us and comply with all our requirements, which may be advised to you from time to time, for the maintenance and/or repair of a Service and related equipment.
 - (c) You must ensure that your End Users:
 - (A) do not interfere with the normal operation of the Services or any equipment used in the provision of the Services, or make either unsafe;

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- (B) do not tamper with or attempt to repair any of the hardware used to provide the Service that is included in the installation at the Premises, unless specifically instructed to do so by us.
- (d) You must comply with any conditions or requirements of reselling that we impose on you from time to time. This includes, without limitation, terms and conditions that must form part of your End User contracts and information material, if any, that must be provided to your End Users.
- (e) You must comply with all laws, regulations and policies that are relevant to the Service.
- (f) You must contact only us and no other parties or suppliers with any questions or information requests relating to the Service.
- (g) If:
 - (A) you are unable to continue to provide the Service to your End Users; or
 - (B) we terminate our CRA or Master Services Agreement (as applicable) for non-payment of the Service, or for any other reason pursuant to the Wholesale Master Services Agreement,then you must transfer to us all of your End Users (by assigning your End User contracts to us) who are connected to the Service. These End Users will become direct customers of ours in relation to the Service and we will provide them with the Service directly. You must assist us, doing all things reasonably required by us, to transfer these End Users to us. In these circumstances you appoint us as your attorney to do all things and to execute all such documents as are necessary to give effect to this clause.
- (h) You must provide first level helpdesk telephone support (as defined by us and advised to you from time to time) for your End Users who are connected to the Service. We will provide second level helpdesk telephone support to either you on behalf of your End Users or to your End Users directly at our discretion.

7. NO SERVICE LEVEL COMMITMENT

7.1 No service-level commitment is generally available with the Service. We will use our reasonable endeavours to provide a timely response to fault reports. No guarantee is offered in respect of the time to:

- (a) provision the Service;
- (b) detect faults with the Service; or
- (c) repair or restore the Service if it has developed a fault.

You are not entitled to any compensation or rebate if we fail to meet this service level. For the avoidance of doubt, service levels, availability guarantee processes and remedies in the Wholesale Master Services Agreement do not apply to this Service. A Service that has permanently ceased to work (or is no longer able to be offered) will result in the cessation of all forward service charges to you.

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8. OUR LIABILITY

8.1 In addition to the provisions of our CRA or Wholesale Master Services Agreement (as applicable) you release and indemnify us from all liability (including third party claims) arising from:

- (a) cancellation of the Service pursuant to our CRA or Wholesale Master Services Agreement (as applicable); and
- (b) suspension of the Service to particular Internet Protocol (IP) addresses.