

Our Customer Relationship Agreement

FIXED WIRELESS BROADBAND SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

Phone: 13 66 33

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 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 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 (SDA), which supplies power to the Internode-supplied radio equipment and an Ethernet connection to your router.

Premises means the location where you intend to use the Service.

Service means an Internode Fixed-Wireless Broadband service.

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

3. OVERVIEW OF THE SERVICE

The Service is a broadband internet service available in certain regional South Australian locations. Customers require the professional installation of a fixed directional antenna and specific radio equipment to access the Service.

The Service offers end to end connectivity from the Network Boundary Point of the Premises to us and through us to either the global internet or Internode Business Connect.

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We will supply the Service to the Network Boundary Point. You will need to provide an internal domestic AC 240V socket-outlet for the Subscriber Data Adapter. Any equipment or cabling connected to the Network Boundary Point is your responsibility and subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006). You agree to arrange and pay for the services of an ACMA licensed cabler for all premises cabling that you require that is not included in a standard installation, such as that used to connect new or existing data sockets in your premises to the Network Boundary Point.

Customer end equipment is maintained and operated 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 has a 2 year Warranty. All other equipment must be maintained by you and is solely your responsibility.

4. SERVICE ESTABLISHMENT

4.1 Property Owner Consent

The installation involves physical work at your Premises. It is a condition that you are the owner of the Premises, or have obtained the consent of the Premises owner.

4.2 Site Survey

Before the Service can be installed, a site survey must be undertaken at your Premises to determine if we are able to provision the Service. If the site survey is successful, installation of the Service will proceed, subject to clauses 4.4 and 5 below.

4.3 Standard Installation

At the completion of the site survey, the technician will advise you whether the Service may be provisioned with a standard installation. A standard installation includes:

- (a) required hardware including radio equipment, up to a 6 metre mast, antenna, 20 metres of cabling and up to 2 hours of labour for the installation;
- (b) a fully-configured VoIP Ethernet router;
- (c) establishment of your broadband account; and
- (d) a two year Warranty on all components of the standard installation.

4.4 Non-Standard Installation

At the completion of the site survey the technician will advise if your Premises requires a non-standard installation, requiring additional materials or labour, to provision the Service. Additional requirements for a non-standard installation may include a higher mast, additional cabling or customer requirements. The survey technician will provide a quote for non-standard installations. If you do not want to accept any additional costs you may decide not proceed at that time.

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5. SPEED INFORMATION

The Service can deliver peak download/upload speeds up to 12,000 kbps / 1,000 kbps (12M/1M). However, depending on the technology used to provide your Service and a number of other factors (including distance, terrain, atmospheric conditions and the number of users connected at the time), at any specific time your actual speed is likely to be less than the theoretical maximum for the technology available for your connection. You should normally be able to get speeds of at least 1,000 kbps / 256 kbps. Further information is available on our Website.

Actual expected speeds for your Service will be estimated and communicated to you during the site survey process prior to installation. You may elect to proceed or not once you have that information.

6. NO SERVICE LEVEL GUARANTEES

No service-level commitment is generally available with the Service, and while we will use our best endeavours to provide a timely response to customer 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.

If a Business Pack is purchased by you in conjunction with the Service then the service levels contained in the Business Pack Service Description will apply to the Service.

The service is provided “as is” and you agree that our liability in relation to the Service is limited under our CRA or Master Services Agreement (as applicable). In addition you release and indemnify us from all liability (including third party claims) arising from:

- (a) cancellation of the Service for any reason; or
- (b) suspension of the Service to particular Internet Protocol (IP) addresses.

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.

7. GENERAL CONDITIONS

7.1 Service Queries and Fault Reports

You must direct all fault reports, service queries and performance queries regarding the Service to us and not to our wholesale provider or any other third party.

7.2 Customer Obligations

You agree that you will 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.