

Our Customer Relationship Agreement

IBC SHDSL SERVICE DESCRIPTION

Internode Pty Ltd ABN 82 052 008 581

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

15 October 2013

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 IBC SHDSL 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 Business Connect (**IBC**) SHDSL 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. INTERNODE BUSINESS CONNECT SHDSL

- 2.1 The Service comprises a broadband full duplex point to point private transmission link delivered as an Ethernet port (**Line**) utilising equipment owned or used by us.
- 2.2 The Service setup and monthly charges are only for the provision of the access service and equipment supplied by us to you, as specified in your Application or a Service Description. The charges do not cover any other equipment that is owned by us or third party equipment that you may require in order to benefit from the Service (**Non Internode Equipment**), or costs for Non Internode Equipment, related to the purchase, maintenance, repair, or insurance of termination equipment on the site(s) or premises to which the Service is to be supplied (**Site**). Such equipment is purchased, maintained and operated by you, and remains your property beyond the termination of the Service.
- 2.3 Where we have issued your organization with a Hatteras unit, rack mount, screws and power pack which can be used at your premises while the Service is in operation, such items remain our property. Upon cancellation of the Service, we will request the return of these items within 10 business days. If you fail to return these items your account will be charged with an amount up to \$1500 incl GST.
- 2.4 You may only connect Non Internode Equipment to the Service under the following conditions:

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- (a) the equipment to be connected is approved by us, and
 - (b) the demarcation point is the point at which our network ceases and that of another carrier begins (your network included). Both us and you will identify their respective interfaces at each demarcation point.
- 2.5 Notwithstanding our CRA or Master Services Agreement (as applicable), we undertake that the Service will be provided at the speed specified in our CRA or Master Services Agreement (as applicable). This undertaking does not apply to any specific applications which utilise the Service (such as your Internet access or Wide Area Network).
- 2.6 If any regulatory body or government authority requires that we relocate part or all of the Line, we reserve the right to:
- (a) suspend your access to the Service in our discretion, by written notice to you, during the period of relocation;
 - (b) require that you pay all costs that we incur in connection with relocating the Line, within 30 days of receipt of our invoice; and/or
 - (c) terminate the Service in the event that it becomes impossible or impractical to provide the Service to you.
- 2.7 You acknowledge and agree that your rights under our CRA or Master Services Agreement (as applicable) are contractual only and shall not create or confer upon you any tenancy, estate or interest (including without limitation any proprietary interest) in the Line.
- 2.8 The minimum Site requirements for this Service are a safe, clean and secure environment with a 240V 10A AC general purpose outlet; and sufficient physical space for an active component of general dimensions 300 mm wide x 200 mm deep x 100 mm high. These Site requirements are your responsibility. We recommend that the 240V AC GPO is connected to an uninterruptible power supply (UPS) to ensure high Service availability.
- 2.9 On occasion, a Site's existing telecommunications ducting or cabling may prove insufficient for delivery of the Service. In this case, improvements may be required at your expense, and if so a quote will be provided prior to commencing works.
- 2.10 You will be required to provide Site access to the installation technicians, and advise them of the exact location for installation of the equipment - ideally, close to your Non Internode Equipment that will connect to the Service.

3. INTERNODE HELP DESK

Contact Number: 13-NODE (13 66 33)

Hours of Coverage to Respond	24 x 7 (including Public Holidays)
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Response Target:	1 Hour
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Hours of Coverage to Restore	24 x 7 (including Public Holidays)
Customer Update Period	Every 3 Hours
Restore Target	4 Hours
Availability Target	99.5%
Availability Guarantee	YES

- 3.1 To be read in conjunction with our CRA or Master Services Agreement (as applicable).
- 3.2 All times quoted as CST.