

1. Summary

1.1 This Service Agreement forms part of the Customer Relationship Agreement between Inticon Pty Ltd (ABN 25 129 437 958) (Referred to as Inticon, we, us, our) and the party acquiring services (Referred to as Customer, you, your).

1.2 This Service Agreement is interpreted per the Interpretation provisions established within Inticon Customer Relationship Agreement Standard Terms.

2. Supplied Services

2.1 The following list of services are provisioned and supplied in accordance with the provisions established within this Service Agreement, and provisions established within Inticon Customer Relationship Agreement Standard Terms and any other Service Agreement or Schedule;

- (a) Inticon RESDSL Layer 2 ADSL1 Access Tails
- (b) Inticon RESDSL Layer 2 ULL Naked Access Tails
- (c) Inticon RESDSL Layer 2 ULL Voice Access Tails
- (d) Inticon RESDSL Layer 2 SSS Access Tails

2.2 The access tail is a contended service supplied by a combination of Inticon Network components and a DSL layer 2 circuit supplied to Inticon by a third party supplier.

3. Service Specifications

3.1 An Inticon RESDSL Layer 2 Access Tail ("Access Tail") is a bare circuit provided to the Customer via a Layer 2 Tunnel ("L2TP").

3.2 No Internet capacity is provided as a component or otherwise of the Access Tail.

3.3 The Customer must maintain a minimum of 1Mbit Aggregated Virtual Circuit ("AGVC") capacity.

3.4 The Customer must maintain a minimum of 1Mbit InterCap capacity to permit the provision of an Access Tail in a state or territory of Australia other than New South Wales.

3.5 The Access Tail requires the End User Customer Premise Equipment ("CPE") support PPP over Ethernet ("PPPoE") or PPP over ATM ("PPPoA").

3.6 The Customer must maintain Hardware at the Point of Interconnect with Inticon that is capable of establishing an L2TP tunnel.

3.7 The Customer must maintain Hardware at the Point of Interconnect with Inticon that is capable of terminating customer PPP sessions delivered to the Customer via an L2TP tunnel.

3.8 The Customer must maintain Hardware to provision Authentication, Authorisation and Accounting ("AAA") of the Access Tail as the Customer deems suitable.

3.9 The Customer may request the provision of a custom Authentication Realm where a setup fee will apply as per the relevant pricing schedule.

4. Service Provisioning

4.1 An Access Tail is not available to all potential End Users and an order may be rejected as follows;

- (a) PSTN service is connected to an exchange that is not serviced by Inticon's third party suppliers;
- (b) PSTN service is not directly connected to a serviceable exchange;
- (c) PSTN service is connected to an exchange that is at capacity or capped;
- (d) Unsupported Products connected to the PSTN service as determined by Inticon's third party suppliers, either within the Customer Access Network or a product acquired by the End User;
- (e) PSTN service is incompatible with the Access Tail due to line length and / or signal loss and / or line noise;
- (f) Insufficient cable capacity into the End User premises

4.2 The Customer must ensure the End User maintains compatible Customer Premise Equipment, available from the service delivery date.

4.3 The Customer acknowledges that the End User may require additional Customer Premise Equipment including but not limited to Central Splitters to be either be supplied at your own cost, or arranged by and charged to the End User.

4.4 The Customer acknowledges an Access Tail may be terminated where the End User ceases to acquire a standard telephone service from Telstra and that early termination fees will apply as per the relevant pricing schedule.

4.5 The Customer acknowledges an Access Tail may be terminated where the End User makes a change to their standard telephone service with their voice service provider, including but not limited to a change of account ownership or address and that early termination fees will apply as per the relevant pricing schedule.

4.6 The Customer warrants that End User's acknowledgement of provisioning an Access Tail has been received and that;

- (a) Installation may cause temporary disruption to the customers telephone service;
- (b) Where applicable the Customer waives their rights under the Customer Service Guarantee;
- (c) Installation and operation of the Access Tail may result in some services as provided by the End Users telephone service provider being unavailable;

- (d) Installation and operation of the Access Tail may require the End User to acquire additional Customer Premise Equipment under Clause 4.3.

5. Service Ordering and Delivery

5.1 Access Tails will be ordered by completing the relevant order form using Woggle. A contract is formed when the Customer completes a form within Woggle.

5.2 An Estimated Provisioning Date is provided to the Customer. This date may change without notice and is not a guarantee as to the Access Tail provisioning date.

5.3 It is the Customer's responsibility to ensure the End User is prepared to use the service. Where site access is required for installation, dates will be provided to the Customer who maintains the responsibility to ensure the End User will be able to allow access to the customer premises by Inticon's third party suppliers.

5.4 Upon receipt of an Access Tail order via Woggle, Inticon will submit the service order to Inticon's third party suppliers and charges may apply as per the relevant pricing schedule if the Customer elects to cancel the order.

5.5 The Access Tail commencement date will be the date Inticon begins charging for the individual service. No delay will be accepted for any failure on the Customer's or the End Users part to deliver a component that the Customer or the End User is required to deliver.

6. Service Termination

6.1 As per the relevant pricing schedule, an Access Tail may have a minimum term. If an Access Tail is terminated within the specified term early termination charges will be payable as per the relevant pricing schedule.

6.2 Inticon retains the right to terminate any or all Access Tails under this Service Schedule should Inticon's third party supplier terminate its agreement to supply Inticon. In such an event Inticon will use commercially reasonable endeavours to source an alternate supplier of DSL tails and provide as much notice as possible to the Customer prior to terminating this and any Service Schedule or Agreement.

7. Charges

7.1 Service establishment fees may be applicable as per the relevant pricing schedule.

7.2 Early termination fees may be applicable as per the relevant pricing schedule.

7.3 Service modification fees may be applicable as per the relevant pricing schedule.

7.4 Monthly Recurring Charges for individual services is defined in the relevant pricing schedule.

7.5 The Customer is responsible for billing and collection of payment from the End User.

8. Churn Program

8.1 Where an Access Tail order is placed as a Churn order, Inticon requires the End User complete a Churn Authority (“CA”) which is to be uploaded to Woggle at the time the order is placed by the Customer. Inticon reserves the right to review and audit Churn Authority forms at any time.

9. Service Level Agreement

9.1 No Service Level Agreement is provided in conjunction with Inticon RESDSL Layer 2 Access Tails.