

IntraPower Terrestrial Pty Ltd

Product Group Conditions

Internet Transit

1. Application

- a. These terms apply to all Internet Transit services we provide, and form part of our customer contract with you. They must be read in conjunction with our Basic Conditions at www.intrapower.com.au/terms

2. Internet Transit Service

We may provide the following Internet Transit Services:

- a. Service Provider Wholesale IP – a direct 1:1 connection to our Internet service, from one of our Points-of-Presence.
- b. Premium Wholesale IP – a premium connection to our Internet service, with 2:1 contention from one of our Points-of-Presence.
- c. Wholesale IP – a commercial connection to our Internet service, with 8:1 contention from one of our Points-of-Presence or via a virtual connection.

3. Service location and conditions

- a. The availability and continuation of Internet Transit Services are subject to technical and other conditions.
- b. The “Service Location” is the place to where an Internet Transit Service is supplied, or is to be supplied.
- c. “Service conditions” means any and all of:
 - I. technical conditions for supply of an Internet Transit Service including whether or not you can accept the Internet Transit Services at the Service Location from our Point-of-Presence where the Service can be provided;
 - II. Wholesaler conditions for supply of an Internet Transit Service including that the Wholesaler may require that only certain hardware can be used with the Internet Transit Service; and
 - III. where we consider that the consent of any third party such as a property landlord is required – obtaining that consent.
- d. Your service conditions include:
 - I. notifying us if any additional services are required before the service can be enabled;
 - II. providing a suitable place and conditions for the service if applicable;
 - III. certain products and services are incompatible with Internet Transit Services. Your service conditions also include overcoming any incompatibility issues;
 - IV. the use of equipment which is approved by both the ACMA (Australian Communications and Media Authority) and us;
 - V. a requirement that you must comply with all service conditions at your own cost, and we are not responsible for any consequences of you failing to do so.

4. Supply of service

- a. We will provide you with an Internet Transit Service if you and the Service Location satisfy all service conditions and our application and other requirements.
- b. We may give you an indicative date for service commencement, but we are not bound by it.
- c. If you transfer from another service to our Internet Transit Service, there may be a period of service interruption.

5. Feasibility

- a. Before any Internet Transit Service can be provided, we must carry out a feasibility study.
- b. A feasibility study under this clause is a service condition.
- c. Once you request an Internet Transit Service, we (or our Wholesaler, or both of us) will carry out a feasibility study to determine whether we can provide an Internet Transit Service from the Point-of-Presence to your Service Location.
- d. Upon completion of the feasibility study in clause 5 (c), we will report to you on whether it is feasible to provide the Internet Transit Service ('feasibility report').
- e. The feasibility report will tell you whether the Internet Transit Services can be provided to your Service Location and if an Internet Transit Service can be provided, whether there will be an additional build cost to facilitate provision of the Internet Transit Service.
- f. If we incur costs in carrying out the feasibility study or providing the feasibility report and the carrying out of work to provision the Internet Transit Service (including any building work) you must pay for these costs, whether or not we do the work or our Wholesaler does.

6. IP Addresses and equipment

- a. Where we allocate IP addresses to an Internet Transit Service, we do so on the basis (subject to clause 34 of our Basic Conditions) that ownership in them always remains with us and they may be subject to change.
- b. Where we (or our Wholesaler) provides you with equipment and you have not purchased that equipment, you must adhere to the conditions of clause 37 of our Basic Conditions as though you had purchased that equipment.

7. Pricing

- a. The price for our services is subject to your individual circumstances and requirements and where applicable our Price List.
- b. Unless stated otherwise in your Customer Contract, data usage is calculated and charged on the sum of uploads and downloads.

8. Service levels

- a. To the extent permitted by law, we do not guarantee the performance of any Internet Transit Service to a particular service level, unless we provide you with a service level agreement, in which case we provide the Internet Transit Service subject to it.
- b. You acknowledge that there are a number of factors which may affect the performance of the Internet Transit Service, some of which are outside of our control and that service may not be continuous and may display variations in response times and capacity of service.
- c. We may cease or interrupt the service to troubleshoot, maintain or upgrade it; and limit the performance of the service from time to time.

9. Your network

Unless we agree otherwise in writing, we will not configure your network or workstations.

10. Security

- a. You must protect your computer or network from security threats, viruses, trojans, worms and other malware.
- b. You must ensure the service is not used for any unauthorised or unlawful access or use of another customer's service.

11. Wholesale conditions

- a. Internet Transit Services rely on infrastructure and services provided by Wholesalers.
- b. Wholesalers insist that end users (such as you) of Internet Transit Services that are provided by means of that Wholesaler's infrastructure are bound by terms and conditions (as part of your customer contract) specified by the Wholesaler – "Wholesaler Conditions".
- c. If we notify you that someone is the relevant Wholesaler for your Internet Transit Service, then your customer contract includes as Wholesaler Conditions the terms and conditions in the schedule to this Part that corresponds to that person.
- d. In the case of inconsistency between Wholesaler Conditions and anything else in your customer contract, Wholesaler Conditions yield.

12. Termination

- a. In addition to any other termination obligations you have under your customer contract, you must provide us with any information we require about services you wish to terminate and complete our termination form, as amended from time to time;
- b. Where you have a mix of services (including services other than Internet Transit Services) that you would like to terminate, in accordance with your customer contract, then the obligations of clause 12 (a) may also apply to your termination of those services.