

Tuesday, October 11, 2011

Mr James Linton,  
Test Pty Ltd,  
Level 4, 275 Alfred Street,  
North Sydney NSW 2060

### **VISP Agreement with Test Pty Ltd (No. VISP020)**

Dear Sir,

This letter/agreement sets out how Exetel Pty Ltd and Test Pty Ltd could work together to produce revenue to our mutual benefits. This letter also includes some of the processes whereby the revenue will be obtained and retained and what procedures are needed to be implemented to ensure that both parties to this agreement achieve their objectives.

#### **1) Limitation of this Agreement**

This agreement is that of 'wholesaler' to 'reseller'. No service level or performance guarantees of any kind or quantum are provided to Test Pty Ltd by Exetel Pty Ltd under, or associated with, this agreement.

#### **2) Area Covered by this Agreement**

Australia

#### **3) Duration of this Agreement**

This agreement, subject to it being signed by both parties within 14 days of the date of this letter, will operate until:

- a) it is terminated in writing by either party or
- b) no new customer applications are received with Test Pty Ltd number on them for a period of 180 days

After this agreement ends no further services will be provided by Exetel Pty Ltd.

#### **4) Products/Services**

The services that Test Pty Ltd agrees to procure from Exetel Pty Ltd are limited to Exetel's VISP plan options. These may include VISP plans for ADSL1 & 2, VoIP, Mobile Voice and Mobile Broadband, plus any other additional products Exetel may offer on the VISP platform. Certain products are subject to availability and coverage checks.

## **5) Basis of Ordering**

Test Pty Ltd can place orders for customers via the online VISIP portal created by Exetel. This facility provides access to ordering tools and managing services.

## **6) Activating a New Customer for ADSL with Exetel**

Once Test Pty Ltd submits an application for an ADSL service via the Exetel on line portal the responsibilities for activating the ADSL service are divided between Exetel and Test Pty Ltd as follows:

- a) All contact regarding the processing of that application with Telstra or Optus Wholesale will be directly between Exetel's provisioning department and the relevant departments within Telstra or Optus.
- b) All advice on the progress of the application or on the resolution of any difficulties experienced by the customer is Test Pty Ltd responsibility.

It is Test Pty Ltd responsibility to assist the customer connect to the service, if that assistance is necessary.

In the event, for whatever reason, Exetel Pty Ltd is unable to provision a connection no compensation or any other financial or other reimbursements will be paid to Test Pty Ltd and no charge will be made to Test Pty Ltd.

In the event that on-site assistance is required to activate the ADSL service it is the responsibility of Test Pty Ltd to provide that service on whatever basis is agreed between Test Pty Ltd and the end user of the service.

## **7) Deactivating a Customer of ADSL with Exetel**

The VISIP user facility provided by Exetel Pty Ltd to Test Pty Ltd will provide access to deactivate any ADSL service either immediately or on a future nominated day.

Exetel will not refund any part of the monthly access charge for the month in which the ADSL service is terminated.

## **8) Financial Requirements of Test Pty Ltd**

Exetel will provide ADSL services to Test Pty Ltd at the prices and under the terms and conditions set out as standard at the time of agreement.

Test Pty Ltd will set price and plan as per own company wished and will bill the end users for the ADSL service and for any other services that Test Pty Ltd wishes to provide.

Exetel will bill Test Pty Ltd for the services on the following basis:

- 1 Service activation, or churn charges, and the pro-rata amount of the first part month's access will be debited to a credit card or bank account provided by Test Pty Ltd on the day that Exetel advises Test Pty Ltd of an activation date for each individual service.
- 2 Monthly access fees will be billed one month in advance on or around the 1<sup>st</sup> of each calendar month and the charges will be debited to a credit card or bank account provided by Test Pty Ltd.
- 3 In the event that a debit is not honored then the following action will occur:
  - a If a debit is not honored for an activation charge and pro-rata an email will be sent to Test Pty Ltd advising of the default and the activation of that single service will be suspended until such time that the debit is honored.
  - b If a debit for the monthly access charges is not honored then all services covered under that debit will immediately be suspended and will not be re-activated until full payment has been received by Exetel Pty Ltd.

#### **9) Applicable Law**

This agreement is governed by the laws of New South Wales. The terms and conditions of this agreement as outlined above constitute the whole of any agreement between the parties and are agreed by:

For: Exetel Pty Limited

For: Test Pty Ltd

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

Dated \_\_\_\_\_

Dated \_\_\_\_\_

## **SCHEDULE A – MANAGEMENT FACILITIES PROVIDED BY EXETEL**

All ADSL services are delivered on a 'best effort' basis only. There is no 'SLA' or promise of service continuity for any service provided to Exetel by any of Exetel's ADSL suppliers. Exetel cannot offer and does not offer any guarantee of service or in the event of loss of service any guarantee of service restoration time.

Specifically, Exetel will make no rebate, refund, compensation, credit, charge recovery, claw-back or any other financial or service remedy in the case of loss of, reduction of, degradation of or suspension of any customer service.

Facilities Exetel will make available are:

- i) 24x7 Fault logging via the Exetel Helpdesk web site
- ii) Real-time network status via the Exetel web site
- iii) Opt-in inclusion to the Exetel Network Notifications email list
- iv) Real-time MRTG traffic graphs available via the Exetel web site
- v) Access to on-line web based testing tools:
  - 1 - RADIUS looking glass
  - 2 - Router looking glass
- vi) Access to the above links via a dedicated VISIP extranet web site