

Part A – General

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Certain words are used with the specific meanings set out on page 7 of this Part A or in [the General Terms of Our Customer Terms](#).

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## 1 About the Digital Video Network Service section

### Our Customer Terms

- 1.1 This is the Digital Video Network Service (DVN Service) section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) also apply unless you have entered into a separate agreement with us which excludes the General Terms.

### Inconsistencies

- 1.3 If the General Terms are inconsistent with something in the Digital Video Network Service section, then the Digital Video Network Service section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Digital Video Network Service section gives us the right to suspend or terminate the DVN Service, that right is in addition to our rights to suspend or terminate the DVN Service under the General Terms.

### Parts of the Digital Video Network Service section

- 1.5 The Digital Video Network Service section is divided into separate documents:
  - (a) Part A – General;
  - (b) Part B – Standard DVN Service; and
  - (c) Part C – Itinerant DVN Service.
- 1.6 Part A applies to every DVN Service. Part B also applies to every Standard DVN Service and Part C also applies to every Itinerant DVN Service.

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## 2 Digital Video Network Service

### What is the DVN Service?

- 2.1 The DVN Service is a powerful content exchange network service that enables the carriage of Communications between connected sites.
- 2.2 You can apply for a DVN Service as a:
  - (a) a **Standard DVN Service**, which provides a network connection between two or more Sites designated by you and agreed by us as set out in the Application Form; or

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- (b) an **Itinerant DVN Service**, which uses our itinerant DVN Service resources located at Sites that form part of our itinerant DVN Service network, as made available by us from time to time.

2.3 For clarity, you may apply for only a **Standard DVN Service** or an **Itinerant DVN Service**, or for both a **Standard DVN Service** and an **Itinerant DVN Service**. However, you may not use an **Itinerant DVN Service** to connect to a **Standard DVN Service** without our prior consent.

#### Exclusions

2.4 The DVN Service does not include the:

- (a) maintenance and support of your equipment; or
- (b) supply or provision of content.

#### Eligibility

2.5 The DVN Service is not available to Telstra Wholesale customers.

#### Resale of the DVN Service

2.6 Subject to clause **Error! Reference source not found.**, you may resell or resupply a DVN Service (in whole or in part) to a third party who also has a DVN service for the purpose of supplying your content to that third party in accordance with your contractual obligations owed to that third party under a content rights agreement.

2.7 You must not resell or resupply a DVN Service (in whole or in part) to any residential or small business user without our prior written consent. “Small business” as used in this clause means a business with fewer than 15 employees.

#### DVN Service Desk

2.8 We will maintain the DVN Service Desk on a 24 hours a day, 7 days a week basis, and you can contact the DVN Service Desk to obtain support for the DVN Service, including to log faults.

2.9 You can contact the DVN Service Desk on 1800 624 350 or at [telstra.video@team.telstra.com](mailto:telstra.video@team.telstra.com) (or such other number or email that we may notify you from time to time).

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## 3 Obtaining the DVN Service

3.1 You may obtain the DVN Service by submitting a completed Application Form to us.

3.2 If we accept an Application Form submitted by you, then we will provide you with the DVN Service set out in that Application Form on the terms and conditions of the Application

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Form, this Digital Video Network Service Section and any separate agreement you have with us.

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#### 4 Use of the DVN Service

4.1 You must:

- (a) comply with the operating instructions and manuals, and the requirements of all relevant specifications and directions given by us to you from time to time;
- (b) not allow any equipment to interfere with the operation of the DVN Service without our prior written consent;
- (c) not use the DVN Service for or in connection with any illegal or unlawful purpose or manner, including to interfere with, to gain unauthorised access to or otherwise violate the security of our or another person's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing;
- (d) not use the DVN Service in any manner or for any purpose that may or would cause us to breach any law or expose us to a claim by any person;
- (e) not engage in any spam or email abuse through any use of the DVN Service; and
- (f) take all reasonable precautions to minimise electrostatic interference with the DVN Service.

4.2 You must not and must ensure that another person does not:

- (a) without our express prior written approval, make, or allow another person to make, any alterations, modifications, adjustments or repairs to the DVN Service;
- (b) without limiting clause 4.2(a), reproduce, modify, adapt, decompile or reverse engineer any software which forms part of the DVN Service; or
- (c) remove, cover, alter or otherwise tamper with components of or any labels affixed to Facilities used in connection with the DVN Service.

4.3 You:

- (a) must ensure that a suitable environment is maintained at your Sites to enable the proper operation of the equipment and Facilities that are installed there;
- (b) must ensure that each person using the DVN Service complies with the restrictions and your obligations set out in the Digital Video Network Service section; and
- (c) agree that you are responsible for the use of the DVN Service, and that you are responsible for the acts or omissions of each person referred to in clause 4.3(b) as though they were your acts or omissions.

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- 4.4 You agree that we may monitor the carriage of Communications via the DVN Service to ensure your compliance with this clause 4.

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## 5 Access to your Sites

- 5.1 You must:
- (a) provide us, our agents and contractors, and respective employees with safe and unrestricted access to all your Sites as required for us to supply the DVN Service;
  - (b) allow us to use any space in equipment racks (or similar Facilities) located at your Sites which is required to install our Facilities for the purposes of performing our obligations with respect to the DVN Service;
  - (c) ensure that adequate working facilities, including parking and sufficient space for the safe storage of test equipment and tools, is available at your Sites; and
  - (d) ensure or procure that adequate electricity supplies are provided for the operation of Facilities which are located on your Sites,

to enable us to perform our obligations with respect to the DVN Service, including allowing us to monitor and maintain the DVN Service.

- 5.2 We will comply with all your reasonable safety and security requirements as notified to us in writing when accessing your Sites.
- 5.3 You are responsible for obtaining and maintaining all relevant licences, access approvals and consents required for us to have access to any of your Sites in accordance with clause 5.1.

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## 6 Interface obligations

- 6.1 You must, at your expense, ensure all Communications delivered to an Interface for carriage on the DVN Service are delivered in accordance with the requirements specified by us from time to time.
- 6.2 We agree to deliver the Communications at the destination Interface in the form in which it is received from you at the originating Interface, in accordance with this Digital Video Network Service section, and we will not add material to, delete material from, or vary, any Communications without your prior consent.

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## 7 Responsibility for access to your content

- 7.1 If you permit a third party to access your content that is carried via the DVN Service, then you are responsible for:
- (a) all use of your content by that third party; and

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- (b) in the case of the Standard DVN Service, configuring that access through the Telstra Control System.

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## 8 Target Service Availability

- 8.1 We will aim to achieve, but do not promise that we will achieve, the following availability target measures in providing the service to you:

Capability	Availability Target
Real time video	99.95%
Media Data (High Redundancy) – applicable only to the Standard DVN Service	99.9%
Media Data (Standard Redundancy)	99.8%
DVN Service Desk	24 hrs. / 7 days per week

- 8.2 For clarity, our failure to achieve the target availability measures in clause 8.1 will not result in any service level remedies being applicable to the DVN Service.

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## 9 Indemnity

- 9.1 You indemnify us for any cost, expense (including legal expenses), loss or damage (**Loss**) suffered by us and arising naturally (that is, according to the usual course of things) out of or in connection with:

- (a) the carriage of Communications via the DVN Service (whether or not that carriage is authorised by you and whether or not the DVN Service successfully carries those Communications);
- (b) your failure to comply with, or breach of, any applicable laws, regulations, orders, program standards or codes of practice; or
- (c) any claims or allegations that the Communications (or any part of them) breaches any law or infringes the rights of any person (including Intellectual Property Rights, patents and moral rights),

except to the extent the Loss is caused or contributed to by us. We will take reasonable steps to mitigate our Loss suffered out of or in connection with (a), (b) or (c) above.

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## 10 Ownership

- 10.1 You agree that:

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- (a) we own all the Facilities used by us to provide the DVN Service; and
- (b) as between the parties, we own the Intellectual Property Rights and patents to all documents and materials provided or made available by us to you in connection with the DVN Service.

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## 11 Things beyond our control

11.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable for failing to comply with the Digital Video Network Service section (including failing to meet a service level) because of the occurrence of something beyond our control, including:

- (a) a governmental restraint, expropriation or prohibition, (including a competition notice issued to us); abnormal power conditions (including power failure); unavailability or delay in the availability of software, equipment or transport; inability or delay in granting or obtaining governmental approvals, consents, permits or licences;
- (b) unscheduled emergency maintenance or scheduled downtime for system maintenance on our systems;
- (c) you failing to meet your obligations;
- (d) any interference or damage you cause;
- (e) using the DVN Service with (or faults in or failure of) equipment, software or services not provided or approved in writing by us; or
- (f) changes made to any part of a service by anyone other than us.

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## 12 Special meanings

12.1 The following words have the following special meanings:

**Application Form** means our standard DVN application form you submit to us, and we accept, for the supply of the DVN Service.

**Communications** means any communication carried via the DVN Service, whether:

- (a) between persons and persons, things and things or persons and things;
- (b) in the form of speech, music or other sounds;
- (c) in the form of data;
- (d) in the form of text;
- (e) in the form of visual images (animated or otherwise);

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- (f) in the form of signals;
- (g) in any other form; or
- (h) in any combination of the above forms.

**DVN Service Desk** is the service desk described in clause 2.

**Facility** means facility as defined in the Telecommunications Act 1997, and includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with the DVN Service.

**Intellectual Property Rights** means all current and future registered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, know-how and confidential information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967, excluding patents.

**Interface** means a point of hand-over of Communications from you to us (for carriage by means of the DVN Service) and from us to you.

**MMN** or **Multi Media Node** means a point of presence on our DVN Service platform in a capital city within Australia. The MMN in each capital city is made up of two physically geographically diverse sites which are joined together and act as a single entity.

**Site** means:

- (a) each site where Facilities forming part of the DVN Service are located; and
- (b) each site specified in the Application Form.

**Telstra Control System** is as described in Part B – Standard DVN Service.