# Service Terms

## Adaptive Mobility (Invitation)

## 1 About this document

### 1.1 Where this document fits into our agreement with you

**Agreement overview**

(a) Thank you for choosing Telstra. Our Agreement with you is made up of the following parts:

| | |
|---|---|
| **Overview** | You sign this part of the Agreement when you first agree to buy Services from us. It includes your key Agreement details. |
| **Price Schedule** | This part of the Agreement outlines the prices and pricing conditions of the Services you buy from us. |
| **Order Request** | This part of the Agreement is a record of the orders you submit to us, including changes you request to your Services that incur a charge. |
| **Data Protection Addendum (DPA)** | For customers who sign up or renew their service from 23 December 2022, this part of the Agreement applies if the Services involve the processing of any personal data regulated by EU and/or UK data protection law or any other data protection law referenced in the DPA. You give us the right to process such personal data in a manner consistent with the applicable DPA. It supersedes any data processing addendum or agreement that you may have been previously executed with us. You can find a copy of the DPA at **www.telstra.com/DPA** |
| The two below parts make up our standard form of agreement with our customers for the purposes of Part 23 of the Telco Act. We update these terms from time to time in line, with our Agreement with you. | |
| **Service Terms** | This part of the Agreement contains the specific conditions for each service you buy from us. |
| **General Terms** | This part of the Agreement contains the conditions that apply to all our services, unless we agree otherwise with you.<br>They are available online at **telstra.com/digitalterms**. |

(b) If different parts of this Agreement are inconsistent, the part listed earlier in the table applies to the extent of the inconsistency.

## 2 Service summary

| 2.1 What is Adaptive Mobility? | |
|---|---|
| **About your Service** | (a) Adaptive Mobility is a modular Mobile, Mobile Broadband and Enterprise Wireless solution.<br>(b) You can add one or more Adaptive Mobility plans to your Adaptive Mobility solution. Each Adaptive Mobility plan and its inclusions and options are described in section 3.1.<br>(c) You can also add various optional add-ons to each Adaptive Mobility Plan as described in section 4.1.<br>(d) You can also:<br>(i) purchase compatible devices and accessories under your Adaptive Mobility solution either outright or on a repayment plan, as further described in section 4.4; or<br>(ii) lease devices under your Adaptive Mobility solution as further described in section 4.4 and section 4.9. |

| 2.2 5G Network Access | |
|---|---|
| | (a) Telstra's 5G network includes coverage from both 5G Standalone (5G SA) and 5G Non-standalone (5G NSA) mobile sites.<br>(b) To access 5G NSA mobile coverage, you will need:<br>(i) a 5G NSA compatible device; and<br>(ii) be in a 5G NSA coverage area.<br>(c) To access 5G SA mobile coverage, you will need:<br>(i) an eligible mobile plan with access to 5G SA included (check the Critical Information Summary of your mobile plan to confirm);<br>(ii) a 5G SA compatible device and sim; and<br>(iii) be in a 5G SA coverage area.<br>(d) Some parts of 5G SA (known as 'slices') may be reserved for certain types of applications or certain user groups. While a 5G SA enabled plan will provide access to Telstra's 5G SA mobile sites, allowing use of 5G SA coverage areas (subject to handset and sim requirements), you may or may not have access to these 'slices' at given points in time. |

# 3 Available Plans

## 3.1 Adaptive Mobility Plans

You can add one or more of the following Adaptive Mobility plans to your Adaptive Mobility solution:

(a) Invitation Only Mobile Plans

| Invitation Only Mobile Plans (smartphones, feature phones, voice-enabled PDAs) | | | | |
|---|---|---|---|---|
| | **On-Demand** | **Voice** | **Elevate** | **Entry** |
| **Monthly charge**<br>(per plan, inc GST) | $3 | $40 | $50 | $60 |
| **Mobile network** | 4G/LTE and 5G compatible | | | |
| **Monthly data allowance**<br>For use in Australia<br>(per plan, inc GST. See section **Error! Reference source not found.**) | No monthly data allowance.<br>On-Demand Day Pass: $1 per day triggered upon usage, providing 100MB.<br>On-Demand Data Top-Up: $1 per subsequent 100MB blocks.<br>All data expires daily at midnight.<br>No data sharing or access to Adaptive Shared Data Pool. | N/A<br>This is a voice only service | 1GB<br>Auto Data Top up policy applies. See section 4.1 | 10GB<br>Access to Adaptive Shared Data Pool.<br>300GB limit per plan applies from May 2023. See section **Error! Reference source not found.**.<br>No Excess Data Charges |
| **Speed cap**<br>Downloads/Uploads | No speed cap when using On-Demand Day Pass or On-Demand Data Top-Up data. | N/A<br>This is a voice only service | No Speed cap. Auto Data Top up policy applies. See section 4.1 | No speed cap when using monthly data allowance, Adaptive Shared Data Pool or optional User Data Top-Up add-on. See sections **Error! Reference source not found.** and **Error! Reference source not found.**. |
| **Calls + SMS + MMS + MessageBank®**<br>To standard Australian numbers<br>(per plan, inc GST) | On-Demand Day Pass: $1 per day triggered upon usage, providing unlimited usage. Your On-Demand Day Pass expires daily at midnight, or if your account number begins with “7000”, 24 hours from the activation time. | Unlimited | | |
| **Calls + SMS + MMS**<br>To standard international numbers from Australia | Standard international calling rates apply. | | | |

| | |
|---|---|
| **Roaming calls + SMS + MMS + data**<br>For use while overseas | International Roaming Day Pass for use in Eligible Roaming Destinations will apply. Standard international roaming rates apply for non-Eligible Roaming Destinations. |
| **What's not included?** | Any optional add-on set out in section **Error! Reference source not found.**, unless you take up these add-ons.<br>Non-standard calls and messages. See section **Error! Reference source not found.** for further details. |

(b) **Mobile Plans**

| **Mobile Plans (smartphones, feature phones, voice-enabled PDAs)** | | | | |
|---|---|---|---|---|
| | **Essential** | **Enhanced** | **Epic** | **Executive** |
| **Monthly charge**<br>(per plan, inc GST) | $68 | $73 | $85 | $120 |
| **Mobile network** | 4G/LTE and 5G compatible | | | |
| **Monthly data allowance**<br>For use in Australia<br>(see section **Error! Reference source not found.**) | 50GB | 100GB | 150GB | 200GB |
| | Access to Adaptive Shared Data Pool.<br>300GB limit per plan applies. See section **Error! Reference source not found.**.<br>No Excess Data Charges | | | |
| **Speed cap**<br>Downloads/Uploads | No speed cap when using monthly data allowance, Adaptive Shared Data Pool or optional User Data Top-Up add-on. See sections **Error! Reference source not found.** and **Error! Reference source not found.**. | | | |
| **Calls + SMS + MMS + MessageBank®**<br>To standard Australian numbers | Unlimited | | | |
| **Calls + SMS + MMS**<br>To standard international numbers from Australia | Standard international calling rates apply. | Includes International Calls and SMS Pack – Basic add-on. Exclusions apply. See section **Error! Reference source not found.** for further details. | Includes International Calls and SMS Pack – Premium add-on. Exclusions apply. See section **Error! Reference source not found.** for further details. | |
| | | Standard international calling rates apply for International Calls and SMS Pack exclusions. | | |
| **Roaming calls + SMS + MMS + data**<br>For use while overseas | International Roaming Day Pass for use in Eligible Roaming Destinations will apply. | | | Includes International Roaming Month Pass add-on for use in Eligible Roaming Destinations. |
| | Standard international roaming rates apply for non-Eligible Roaming Destinations. | | | |
| **Managed Service Credit**<br>Eligibility criteria applies<br>(see section **Error! Reference source not found.**) | Not available | $5 credit per month for Eligible Managed Services. | $10 credit per month for Eligible Managed Services. | Up to $15 credit per month for Eligible Managed Services. |
| | | $10 per month minimum spend on Eligible Managed Service required. Eligibility criteria applies. See section **Error! Reference source not found.**. | | |
| **What's not included?** | Any optional add-on set out in section **Error! Reference source not found.**, unless you take up these add-ons or they are outlined above as a plan inclusion.<br>Non-standard calls and messages. See section **Error! Reference source not found.** for further details. | | | |

(c) Mobile Broadband Plans

| **Mobile Broadband Plans (tablets, laptops, dongles and personal hotspots)** | | | |
|---|---|---|---|
| | **Essential** | **Enhanced** | **Epic** |
| **Monthly charge** | $28 | $40 | $60 |

| | | | |
|---|---|---|---|
| (per plan, inc GST) | | | |
| **Mobile network** | 4G/LTE and 5G compatible | | |
| **Monthly data allowance**<br>For use in Australia<br>(see section **Error! Reference source not found.**) | 15GB | 40GB | 80GB |
| | Access to Adaptive Shared Data Pool.<br>300GB limit per plan applies. See section **Error! Reference source not found.**.<br>No Excess Data Charges | | |
| **Speed cap**<br>Downloads/Uploads | No speed cap when using monthly data allowance, Adaptive Shared Data Pool or optional User Data Top-Up add-on. See sections **Error! Reference source not found.** and **Error! Reference source not found.**. | | |
| **Calls + SMS + MMS + MessageBank®** | Not available | | |
| **Roaming data**<br>For use while overseas | International Roaming Day Pass for use in Eligible Roaming Destinations.<br>Standard international roaming rates apply for non-Eligible Roaming Destinations. | | |
| **What's not included?** | Any optional add-on set out in section **Error! Reference source not found.**, unless you take up these add-ons. | | |

(d) Wireless Non-Shared Plans

(i) (Not available for solutions with account numbers NOT beginning with "7000" from 5 October 2022)

(ii) (Not available for solutions with account numbers beginning with "7000" from 15 March 2023)

| **Enterprise Wireless Non-Shared Plans (non-personal modems and routers)** | | |
|---|---|---|
| | **Essential** | **Epic** |
| **Monthly charge**<br>(per plan, inc GST) | $20 | $50 |
| **Mobile network** | 4G/LTE and 5G compatible | |
| **Monthly data allowance**<br>For use in Australia<br>(see section **Error! Reference source not found.**) | 100MB<br>An Auto Data Top-Up add-on must be selected. See section **Error! Reference source not found.**. | 50GB<br>No Excess Data Charges<br>Optional Auto Data Top-Up add-on available. See section **Error! Reference source not found.**. |
| **Auto Data Top-Up add-on options**<br>(per plan, inc GST)<br>For use with individual Enterprise Wireless Non-Shared Plans only<br>(See section **Error! Reference source not found.**) | Small 50GB: $45<br>Medium 250GB: $150<br>Large 1000GB: $450 | |
| **Speed cap**<br>Downloads/Uploads | No speed cap when using monthly data allowance or Auto Data Top-Up add-on. See sections **Error! Reference source not found.** and **Error! Reference source not found.**. | |
| **Calls + SMS + MMS + MessageBank®** | Not available | |
| **What's not included?** | Any optional add-on set out in section **Error! Reference source not found.**, unless you take up these add-ons. | |

(e) Enterprise Wireless Plans

| **Enterprise Wireless Plans (non-personal modems and routers)** | | |
|---|---|---|
| | **Essential** | **Epic** |
| Monthly charge<br>(per plan, inc GST) | $20 | $50 |
| Mobile network | 4G/LTE and 5G compatible | |
| Monthly data allowance<br>For use in Australia<br>(see section **Error! Reference source not found.**) | 100MB | 50GB |
| | Access to Enterprise Wireless Shared Data Pool. See section **Error! Reference source not found.**<br>An Auto Data Top-Up add-on must be selected. See section **Error! Reference source not found.** | |

| | |
|---|---|
| Auto Data Top-Up add-on options<br>(Inc GST)<br>For use with Enterprise Wireless Shared Data Pool only<br>(see section **Error! Reference source not found.**) | Small 50GB: $45<br>Medium 250GB: $200<br>Large 1000GB: $550<br>Extra Large 3000GB: $1200 |
| Speed cap<br>Downloads/Uploads | No speed cap when using monthly data allowance, Enterprise Wireless Shared Data Pool or Auto Data Top-Up add-on. See sections **Error! Reference source not found.** and **Error! Reference source not found.**. |
| Calls + SMS + MMS + MessageBank® | Not available |
| **What's not included?**<br>(f) | Any optional add-on set out in section **Error! Reference source not found.**, unless you take up these add-ons. |

## 3.2 Adaptive Mobility Evolution

(a) Telstra Adaptive Mobility Evolution consists of a fixed negotiated monthly Data Allowance over a multi-year term with data top up options, where applicable.

(b) Additional Adaptive Mobility Evolution terms are set out below in section 4.1.

| **Adaptive Mobility Evolution** | | |
|---|---|---|
| | **Evolution Voice** | **Evolution Data** |
| **Monthly charge**<br>(whole of offer, inc GST) | POA | |
| Mobile network | 4G/LTE and 5G compatible | |
| **Monthly data allowance**<br>For use in Australia<br>(see section **Error! Reference source not found.**) | POA | |
| **Speed cap**<br>Downloads/Uploads | No speed cap | |
| **Calls + SMS + MMS + MessageBank®**<br>To standard Australian numbers | Unlimited | **Calls + SMS + MMS + MessageBank®**<br>To standard Australian numbers |
| **Calls + SMS + MMS**<br>To standard international numbers from Australia | Standard international calling rates apply. | **Calls + SMS + MMS**<br>To standard international numbers from Australia |
| **Roaming calls + SMS + MMS + data**<br>For use while overseas | International Roaming Day Pass for use in Eligible Roaming Destinations will apply. | **Roaming calls + SMS + MMS + data**<br>For use while overseas |
| **What's not included?** | Any optional add-on set out in section 4.1, unless you take up these add-ons or they are outlined above as a plan inclusion.<br>Non-standard calls and messages. See section 4.3 for further details. | |

# 4 Additional Details

## 4.1 Optional add-ons

(a) You can enhance each Adaptive Mobility plan with the following optional add-ons.

**Voice2Text**

(only available for Invitation Only Mobile Plans and Mobile Plans)

When enabled, we will convert your voice messages from speech to text and deliver them to you as an SMS. Voice2Text replaces your voicemail notifications and any other voicemail or messaging service you may have (other than MessageBank®).

Each voice message will only be stored for 14 days if you have not listened to it, or for 7 days if you have listened to it. Voice2Text does not store more than 98 voice messages.

Compatible with Android, Windows and iOS devices.

**MessageBank® Plus for iPhone**

(only available for Invitation Only Mobile Plans and Mobile Plans)

When enabled, MessageBank® Plus for iPhone sends voice messages received in your MessageBank® to your handset as a sound file, instead of the standard SMS notification. The sound file will be accessible in the Visual Voicemail application of the handset.

Each voice message will be stored for 14 days if you have not listened to it, or for 7 days if you have listened to it. MessageBank® Plus for iPhone does not store more than 98 voice messages.

MessageBank® Plus for iPhone replaces standard MessageBank® and Voice2Text service (if active) on the Adaptive Mobility plan to which it is enabled.

Only available for Adaptive Mobility plans with iPhones.

**International Calls and SMS Pack**

(only available for Invitation Only Mobile Plans and Mobile Plans)

When enabled, an International Calls and SMS Pack enables you to make unlimited standard voice and video calls and send SMS from your eligible Adaptive Mobility plans while in Australia to standard international numbers in Eligible Calling Destinations:

| | Eligible Calling Destinations |
|---|---|
| **International Calls and SMS Pack – Premium** | All destinations |
| **International Calls and SMS Pack – Basic** | Canada, China, Denmark, Germany, Guam, Hong Kong, India, Ireland, Indonesia, Japan, Malaysia, New Zealand, Norway, Puerto Rico, Romania, Singapore, South Korea, Spain, Sweden, UK, USA, Vietnam, U.S. Virgin Islands |

We may change the Eligible Calling Destinations at any time with notice to you.

MMS not included and charged at standard PAYG rates (as set out in Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms).

Calls, SMS, MMS to premium and satellite services not included and charged at standard PAYG rates (as set out in Part D – Other Call Types of the Telstra Mobile section of Our Customer Terms).

**International Roaming Month Pass**

(only available for Invitation Only Mobile Plans, Mobile Plans and Mobile Broadband Plans)

When enabled, the International Roaming Month Pass supersedes the default International Roaming Day Pass and provides a 4GB data allowance per month with unlimited standard international calls and SMS for use in Eligible Roaming Destinations.

If enabled, costs for the International Roaming Month Pass apply even if the Adaptive Mobility plan has not roamed in the Eligible Roaming Destinations.

See section 4.6 for further detail on this optional add-on.

**Satellite Messaging**

(only available for Mobile Plans, and the Invitation Only Entry plan)

(not available for Invitation Only Mobile On-Demand, Voice or Elevate plans)

When enabled on an eligible plan, you may be able to send and receive an SMS via satellite in Australia using a compatible device with the latest operating system, in the event that the device is unable to connect to the Telstra mobile network.

**(A) Coverage**

Satellite Messaging is available from most outdoor areas in mainland Australia and Tasmania and with direct line of sight to the sky, excluding the Australian Radio Quiet Zone in Western Australia and remote offshore territories and islands of Australia. Do not go outside to use Satellite Messaging if conditions are not safe for you to do so.

**(B) Requirements**

Satellite Messaging requires:

a. a compatible device with the latest software uploaded (see **https://www.telstra.com.au/business-enterprise/satellite-messaging** which will keep an updated list of compatible devices);

b. you to be located outdoors within the satellite network coverage area with a clear line of sight to the sky; and

c. the Telstra mobile network to be unavailable.

**(C) Not for emergency use**

Do not rely on Satellite Messaging for help in an emergency, including because Satellite Messaging:

a. cannot be used to access emergency services, including 000;

| | |
|---|---|
| | b. is not suitable for telling or warning people about serious risks or asking emergency services to come to someone's aid; and<br>c. does not support one-way messaging such as emergency broadband messaging.<br>**(D) Service is not guaranteed**<br>Availability of Satellite Messaging is not guaranteed.<br>a. **Third party network**: Satellite Messaging relies on a third party satellite network and is subject to the availability of satellites on that network.<br>b. **Non-continuous coverage:** Satellites do not provide continuous coverage and your ability to access and use Satellite Messaging depends on a range of factors, such as your device, your location, the conditions/environments in which it is being used and the location of satellites.<br>c. **Performance may vary:** Satellite Messaging has not been tested for use in all conditions and locations. The suitability and performance of Satellite Messaging may depend on the environment and conditions in which it is used.<br>d. **Reasonable steps to deliver:** While we will take reasonable steps to deliver SMS using the Satellite Messaging service, an SMS may not be delivered from time to time for various reasons, including technological difficulties, the recipient's device being unable to receive the SMS (including because it is not working properly, is switched off, out of range or the message storage space is full), the destination number is invalid or barred to SMS, or extreme weather events.<br>**(E) Disablement of features**<br>To use Satellite Messaging, some other services or service features (ours or third parties) (**Other Features**) may need to be disabled by us or a third party. You acknowledge that these impacted services, or service features, will not be available and that we are not liable for their unavailability.<br>**(F) Sending and receiving SMS**<br>Satellite Messaging can only be used to send and receive SMS to standard Australian and international numbers. Satellite Messaging uses a satellite network and your experience in sending and receiving an SMS is likely to be different to your experience sending and receiving an SMS using a mobile network. Some SMS may take minutes or longer to send and receive, depending on location, device and availability of satellites.<br>**(G) Incompatible services**<br>Satellite Message cannot be used to:<br>a. access emergency services, including 000;<br>b. receive one-way messages (such as emergency broadcast messages);<br>c. send or receive MMS;<br>d. send or receive instant messages that require mobile data or the internet such as WhatsApp;<br>e. make or receive video or voice calls;<br>f. access mobile data; or<br>g. send or receive SMS while overseas.<br>**(H) Capacity management**<br>We may need to actively manage the satellite network capacity when we reasonably determine the circumstances require it (for example, to ensure service availability for those we determine require priority or to maximise access for a majority of users, particularly during emergencies such as natural disasters). This may mean we need to de-prioritise or block your use of the Satellite Messaging service or Other Features. Telstra's Fair Use Policy also applies. |
| **Accelerator**<br>(not available for Enterprise Wireless Plans associated with an account number beginning with "7000" or Enterprise Wireless Non-Shared plans) | When enabled and using monthly data allowance (or your Adaptive Shared Data Pool, as applicable), Accelerator optimises data performance providing a download speed uplift on our 4G and 5G networks.<br>It also provides you with access to a reporting dashboard showing how your active daily average speed with Accelerator compares to the daily average speed that we estimate a user on our network in similar radio conditions would have experienced without Accelerator.<br>Accelerator does not provide any benefits once you have exceeded your monthly data allowance (or your Adaptive Shared Data Pool, as applicable). If you exceed these allowances, the download and upload speed for those plans will be reduced to a maximum speed of 1.5Mbps for the remainder of the billing period. This speed is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content may take longer to load. Speeds may be further reduced during busy periods to manage network congestion and ensure overall network experience, until the end of the relevant billing period.<br>Accelerator is available to select customers only and subject to availability. We can cancel or suspend this add-on in relation to one or more of your Adaptive Mobility plans at any time at our discretion. If we do, we will contact you to let you know.<br>Accelerator does not guarantee a minimum speed throughput or uplift for your data. The performance of this add-on is subject to a range of factors that could impact your speed, including the device used and its capabilities, device configuration, location, congestion, coverage and download source.<br>Accelerator works best with the latest 5G and 4GX devices with minimum LTE Category-6 (2 carrier aggregation) capabilities. Accelerator does not provide any benefits when your device is connected to 3G or Wi-Fi networks.<br>When Accelerator is enabled, the Business Demand Data add-on is not available on the applicable Adaptive Mobility plan. |
| **Business Demand Data** | Business Demand Data is a mobile broadband data solution that aims to provide enhanced data treatment on 4G/LTE on the Telstra mobile network during times of high traffic demand. |

| | |
|---|---|
| (not available for solutions with account numbers NOT beginning with "7000" from 5 October 2022)<br>(not available for solutions with account numbers beginning with "7000" from 15 March 2023) | Business Demand Data is only available when you are on 4G coverage on our Telstra mobile network (excluding 3G, 5G and satellite coverage) and relates only to data downloads and not uploads.<br>Business Demand Data does not guarantee a minimum throughput for your data. During periods of unusual and unexpected high traffic demands, your experience with Business Demand Data may still be impacted. You may experience a slowdown for tasks requiring high speeds, such as downloading and uploading large files and viewing high definition videos. Other traffic, such as high priority government, emergency situations and Telstra LANES® customers will be prioritised and given preferential data treatment over your traffic.<br>We may suspend Business Demand Data in relation to one or more of your Adaptive Mobility plans at any time. If we do, we will contact you to let you know. |
| **Enhanced Enterprise Wireless**<br>(only available for Enterprise Wireless Plans associated with an account number not beginning with "7000") | **(A) What is Enhanced Enterprise Wireless?**<br>When enabled on an Enterprise Wireless Plan, Enhanced Enterprise Wireless (**EEW**) enhances your Enterprise Wireless service with improved performance, with a 99.9% network availability SLA (see section (D) below for more details). Enhanced Enterprise Wireless comprises the following:<br>• an Advanced Site Survey;<br>• a high-gain antenna for your EEW Device (**Antenna**);<br>• installation, staging and configuration of your EEW Device and of the Antenna (**Installation**);<br>• Network availability service levels (**Network Availability SLA**) for each Enterprise Wireless service on which EEW is enabled (**Enhanced Service**);<br>• if added by you, the managed services described in section (E) below (**EEW Managed Services**);<br>• access to a reporting portal that shows the monthly Network Availability SLA for each Enhanced Service (**SLA Portal**); and<br>• decommissioning services to remove the Antenna (**Decommissioning**).<br>We provide EEW to you through Telstra Purple or a Telstra Partner. We may require you to provide written authority for Telstra Purple or the Telstra Partner to deal with us on your behalf (including ordering Devices).<br>**(B) Advanced Site Survey**<br>Telstra Purple or your Telstra Partner will assess the eligibility of your site for EEW. We will only provide the EEW service to you if the Advanced Site Survey determines your site is eligible and suitable.<br>**(C) EEW Devices and Antenna**<br>EEW is only available with Cradlepoint W2005 5G adaptors that you purchase from us in connection with your EEW service (**EEW Adaptor**) or that you have previously purchased from us (**BYO Adaptor**).<br>If you add the EEW Managed Services you may also extend these to Cradlepoint modems / routers approved by us and in connection with which the relevant adaptor is used (**Approved Router**), however additional charges will apply. You may also purchase an Approved Router for a Self Managed EEW separately from us, for an additional charge. For the purposes of these Service Terms, each EEW Adaptor, BYO Adaptor and Approved Router will be a "**EEW Device**".<br>We retain ownership and title to the Antenna at all times. When your service ends, we will take back the Antenna, and you must permit us to enter your premises to do so. Risk to the Antenna passes to you immediately on installation.<br>You must not change or alter the settings, installation or positioning of any EEW Device or Antenna or any other equipment provided and/or professionally installed by us, Telstra Purple or a Telstra Partner in connection with your EEW service.<br>**(D) Network Availability SLA**<br>The Network Availability SLA for an Enhanced Service is 99.9% (calculated on a monthly basis) based on the availability of the Radio network, backhaul and transmission systems used by the mobile base stations. Availability is calculated as a percentage as follows:<br>**Availability** = ((A-B)x100)/A<br>**A** is the total number of seconds in the relevant month.<br>**B** is the total number of seconds during which the Radio network is Unavailable.<br>**Unavailable** means that all cells within both the Primary and Secondary base stations are not available to be used by the service. The service is not Unavailable during any outage that:<br>• lasts less than 15 consecutive minutes;<br>• occurs outside of 7am-8pm (local time zone where the service is provided in Australia);<br>• arises from maintenance services and activities performed by us or our third party service provider;<br>• is associated with the core Telstra network or any other upstream network component; or<br>• is caused by equipment (including equipment supplied by us) or premises or by any Force Majeure Event.<br>If we fail to meet the Network Availability SLA in any given month, we will apply (within the next two billing periods following the relevant month) a credit equal to 100% of the applicable fee for Service Levels component of your EEW service for that month.<br>**(E) EEW Managed Services**<br>If added by you, Telstra Purple or your Telstra Partner will provide the EEW Managed Services. These are device lifecycle management services and include the following:<br>• proactive support and reactive helpdesk for support, troubleshooting and fault notifications in connection with your EEW Device; |

- configuration and management of your EEW Device via Netcloud;
- if added to your EEW Managed Services for an additional charge, installation, staging and configuration of Approved Routers;
- management of your EEW Device (including SIMs) and licences, including maintaining details of your configuration settings and providing you with monthly reports in relation to the EEW Device (e.g. asset tag, IMEI, serial number and mobile service number);
- repair, replacement and refresh (with spare devices you already own or buy from us) of your EEW Device; and
- regular support on:
  - service level management (service levels met, exceeded or missed);
  - continual service improvement activities;
  - root cause analysis and post incident reviews of serious faults;
  - total number of engagements with a Telstra Purple or Telstra Partner;
  - abandonment rate of engagements with Telstra Purple or a Telstra Partner;
  - number of faults fixed on first contact;
  - mean time to restore for incidents;
  - incidents raised, resolved and unresolved (by priority);
  - service requests raised, resolved and unresolved (by priority); and
  - changes raised, completed and unsuccessful.

**(F) Self Managed EEW**

If you do not take up the EEW Managed Services you will be responsible for device lifecycle management, licence and support services for your EEW Devices (**Self Managed EEW**). This does not exclude the following services which are included with your Self Managed EEW:

- the Advanced Site Survey, Installation, Enhanced Service, SLA Portal access and Decommissioning described in section (A);
- Maintenance activities relating to the Antenna or site; and
- Support for faults or queries relating to the network, billing, your EEW site or EEW services.

**(G) NetCloud**

The fees and charges for your EEW Adaptor or BYO Adaptor include a 3-year licence from Cradlepoint to access and use the NetCloud platform (**NetCloud Licence**). This includes access and use of the NetCloud platform.

If you have a Self Managed EEW service you will be responsible for managing your NetCloud Licence and NetCloud Platform access and issues.

If we supply the EEW Managed Services to you, we need to be able to access and use the NetCloud platform.

Where we access and use the NetCloud Platform in order to provide the EEW Managed Service **YOU EXPRESSLY ACKNOWLEDGE AND AGREE THE FOLLOWING:**

- we will use the NetCloud platform to provide the EEW Managed Services in relation to the EEW Devices, and provide you with a read only access to the NetCloud platform so that you can view relevant information and data about your EEW Devices;
- in relation to each EEW Adaptor, we will register the EEW Adaptor on the NetCloud platform and enter into the relevant NetCloud Licence in your stead; and
- in relation to each BYO Adaptor, before we can begin to provide the EEW Managed Services in relation to that BYO Adaptor, you must transfer the relevant NetCloud Licence to us (Initial Licence Transfer);
- on termination or expiry of the EEW Managed Services, we will transfer the relevant NetCloud Licences back to you (Final Licence Transfer);
- you must enter into, sign or execute all documents, forms or agreements we or Cradlepoint require you to enter into, sign or execute in order to give effect to the Initial Licence Transfer or the Final Licence Transfer; and
- if you do not, or fail to:
  - enter into, sign or execute all documents, forms or agreements we or Cradlepoint require you to enter into, sign or execute in order to give effect to the Initial Licence Transfer, we will not be able to provide the EEW Managed Services to you in relation to the relevant BYO Adaptor; and
  - enter into, sign or execute all documents, forms or agreements we or Cradlepoint require you to enter into, sign or execute in order to give effect to the Final Licence Transfer, you will forfeit your NetCloud Licence and you will not be able to access or use the NetCloud platform in connection with the relevant BYO Adaptor or EEW Adaptor.

**(H) Right to install**

You must give us access to your premises at reasonable times so that we can install (and, where required, remove) the Antenna and the EEW Device.

You warrant that the building on which we will install the Antenna and EEW Device is not listed on any Heritage Register, and that you have the right to have the EEW Device and Antenna installed on your premises.

**(I) SLA Portal**

We or our third party licensor retains ownership of all Intellectual Property Rights in and to the SLA Portal and any element or component of the SLA Portal.

You must not use the SLA Portal other than:

- for your internal business purpose and in accordance with all applicable laws; and
- for the purpose of viewing the Network Availability SLA.

**(J) Charges**

Once-off charges will apply for Advanced Site Survey, Installation and Decommissioning, and also any time we, Telstra Purple or our Telstra Partner's technicians are required to attend your site (except if we are supplying the EEW Managed Services and attend your site in relation to a warranty claim relating to a EEW Device that is under warranty and you purchased from us).

The charges for your use of the Antenna are included in the Installation fees, but EEW Devices must be purchased separately (and additional charges and the relevant provisions of section 4.4 below will apply).

We will charge you the once-off charges for the Advanced Site Survey and Installation after completion of the Advanced Site Survey. If you cancel your EEW Service within 7 days after the completion of the Advanced Site Survey and prior to Installation, you will not be required to pay the Installation fee.

Monthly recurring charges will apply for:

- the Network Availability SLA. Your right to access and use the SLA Portal is included in these charges;
- If added by you, the EEW Managed Services. A separate EEW Managed Services subscription is required for each of the BYO Adaptor and EEW Adaptor. Additional charges will also apply if you have chosen to have an Approved Router managed under the EEW Managed Services. However, where you have separate subscriptions for an eligible adaptor and modem / router at the same location, we only charge you one Installation and Callout fee for the installation.

Applicable charges (other than for EEW Devices) are detailed in section 5 below.

**(K) Cancellation**

You can cancel your EEW service at any time.

Your EEW service and EEW Managed Services will automatically be cancelled if your Enterprise Wireless service is terminated.

On termination or expiry of your EEW service, we will remove the Antenna and a Decommissioning Fee will apply.

**(L) Cancellation of EEW Managed Services**

You can cancel your EEW Managed Services with 30 days written notice to us. The cancellation will take effect on the next billing period after expiry of the 30 day notice period.

On cancellation of your EEW Managed Services:

- you will continue to receive the EEW Managed Services for any remaining period which you have been billed in advance;
- you will continue your EEW service as a Self Managed EEW; and
- the parties must complete the Final Licence Transfer described in section (G).

**(M) Definitions**

- **Antenna** has the meaning given to it in section (A) above.
- **Cradlepoint** means Cradlepoint Inc. (registration number #4261629), or any of its related bodies corporate.
- **Decommissioning** has the meaning given to it in section (A) above.
- **EEW** has the meaning given to it in section (A) above.
- **EEW Device** has the meaning given to it in section (C) above.
- **EEW Managed Services** has the meaning given to it in section (A) above.
- **Enhanced Service** has the meaning given to it in section (A) above.
- **Installatio**n has the meaning given to it in section (A) above.
- **Network Availability SLA** has the meaning given to it in section (A) above.
- **Self Managed EEW** has the meaning given in section (F) above.
- **SLA Portal** has the meaning given to it in section (A) above.

**Telstra One Number**

(only available for Invitation Only Mobile Plans and Mobile Plans)

When enabled, if a smartwatch is paired with the mobile handset linked to the Adaptive Mobility Mobile plan, both devices will share the Adaptive Mobility Mobile plan's inclusions. Any call, message or data usage from or to the smartwatch will be considered to have been made with the relevant mobile handset.

Only available with Apple Watch and Samsung Galaxy Watch.

**Auto Data Top-Up for Enterprise Wireless**

(only available for Enterprise Wireless Non-Shared Plans and Enterprise Wireless Plans)

When enabled on an Enterprise Wireless Non-Shared Plan or the Enterprise Wireless Shared Data Pool, Auto Data Top-Up will automatically add a block of data when the applicable data allowance has been exhausted (in blocks thereafter).

| Auto Data Top-Up add-ons |
|---|
| Small 50GB |
| Medium 250GB |

| | |
|---|---|
| | <table><tr><td>Large 1000GB</td></tr><tr><td>Extra Large 3000GB (not available for Enterprise Wireless Non-Shared Plans or for solutions with an account number beginning with “7000”)</td></tr></table><br>When enabled on an individual Enterprise Wireless Non-Shared plan, Auto Data Top-Up data is not shared and only available for that individual service.<br>When enabled on the Enterprise Wireless Shared Data Pool, all applicable Enterprise Wireless plans can access and share the Auto Data Top-Up data. See section **Error! Reference source not found.** for further details.<br>You must select an Auto Data Top-Up add-on if you take up any of the following plans:<br>• Essential or Enhanced Enterprise Wireless Non-Shared Plans; or<br>• Any Enterprise Wireless Plan with Enterprise Wireless Shared Data Pool feature.<br>If you do not select an Auto Data Top-Up add-on when taking up the above-mentioned plans, we will automatically apply the 50GB Auto Data Top-Up add-on.<br>Auto Data Top-Up is for use in Australia only.<br>Your Auto Data Top-Up will expire with your bill cycle or, if your account number begins “7000”, 31 days from the activation of the applicable Auto Data Top-Up. |
| **User Data Top-Up for Mobile and Mobile Broadband Plans** | When enabled on Mobile Plans and Mobile Broadband Plans, upon the Adaptive Shared Data Pool being exhausted, the User Data Top-Up feature will automatically add a 20GB block of unshared data to the applicable service (in blocks thereafter).<br>Your User Data Top-Up will expire with your bill cycle or, if your account number begins “7000”, 31 days from the activation of the applicable User Data Top-Up. See section **Error! Reference source not found.** for details. |
| **Shared Data Pack 100MB for Voice Mobile Plans** | When enabled on an eligible Voice Mobile Plan, 100MB of monthly data allowance and access to the Adaptive Shared Data Pool is provided to the relevant service.<br><br>**Cease Sale Effective September 6th, 2024** |
| **Shared Data Pack 500MB for Voice Mobile Plans** | When enabled on an eligible Voice Mobile Plan, 500MB of monthly sharable data is allocated to a dedicated Shared Data Pool and provided to the relevant service.<br>When enabled on an eligible Voice Mobile Plan, the 500MB Shared Data Pack may also be shared with the following plans:<br>Adaptive Mobility Elevate Plan<br>Note these plans can not share with other plans in the Adaptive Shared Data Pool<br>Note that the Auto Data Top Up feature applies automatically to the 500MB Data Pack. |
| **Auto Data Top-Up** | The Auto Data Top-Up feature automatically applies to the 500MB Shared Data Pack (for Voice Mobile Plans) and to Elevate plans.<br>The Auto Data Top-Up feature will automatically add a block of shareable data to the Shared Data Pool when the available monthly data allowance (including any relevant Shared Data and data added through Auto Data Top-Up) has been exhausted.<br>The size of the data top up is defined by the number of eligible services under the billing account.<br><table><tr><th colspan="2">Auto Data Top-Up</th></tr><tr><td>100MB per Service</td><td>$2 per Service</td></tr></table><br>Your Auto Data Top-Up will expire with your bill cycle or, if your account number begins “7000”, 31 days from the activation of the applicable Auto Data Top-Up. |
| **Adaptive Mobility Evolution Eligibility** | To be eligible for an Adaptive Mobility Evolution plan, you must have a mobile fleet of greater than 10,000 individual services.<br><br>In addition to the above criteria, must also acquire from us both of the following products:<br><br>1. EMMS Modular (See section 4.2) or have your mobile fleet managed by a Telstra partner; and<br>2. Telstra Expense Management Solution. |
| **Evolution Add-ons / bolt-ons and additional charges** | Add-ons that are available under the Adaptive Mobility Service Terms will be available to add to Adaptive Mobility Evolution services and will be billed in addition to the agreed monthly amount.<br><br>Applicable Add-ons are listed in section 5.3 |
| **Evolution exclusions** | **Use of Evolution Mobility Plans / Types of Services**<br>• Evolution Plans can be used by all approved Telstra certified devices (Smartphones, Tablets, Laptops, Body Worn Video, In Vehicle **Cameras).**<br>• **Evolution Plans may not be used for Cisco Control Centre (Jasper) managed services and devices.** |

- **Evolution Plans are either "Mobile Voice + Data" or "Mobile Broadband" services equivalent to Telstra's Adaptive Mobility plans.**
- **Whilst transitioning to Adaptive Mobility Evolution, services must be mapped to the equivalent plan based on plan type (e.g. Voice and** Data or Data Only).

Note: The Evolution services will not be subject to any speed caps / limitations applicable to the Adaptive Mobility plans.

**No speed limitations or caps for Data Bank services**

No speed limitations or caps or network shaping (throttling) to apply to any Data Bank services at any time, including any limitations or caps applicable to Adaptive Mobility plans.

Note: Adaptive Mobility Evolution services are still required to comply with our FairPlay policy outlined in section 4.5

(b) Optional add-ons are provided and billed on a month-to-month basis and may be cancelled at any time. Note the Auto Data Top-Up for Enterprise Wireless add-on is required for all Enterprise Wireless Non-Shared Essential and Enhanced Plans or any Enterprise Wireless Plans and cannot be removed. The charges applicable to any optional add-ons are set out in section 5.3 of these Service Terms.

## 4.2 Managed Services

(a) You can purchase managed services to help manage your Adaptive Mobility solution and devices, including:

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| **Adaptive Mobility Care** | You can purchase the Adaptive Mobility Care service to help manage your Adaptive Mobility solution. See the Service Terms for Adaptive Mobility Managed Services, which include pricing. |
| **AMMS Modular** | You can purchase AMMS Modular to help manage services on your Adaptive Mobility solution. See the Service Terms for Adaptive Mobility Managed Services, which include pricing. |
| **EMMS Modular** | You can purchase EMMS Modular to help manage devices on your Adaptive Mobility solution.<br><br>EMMS Modular must be purchased and ordered separately and is supplied under the terms set out in Part K – Enterprise Mobility Management section of Our Customer Terms and the term of your separate agreement with us. |
| **Enterprise Wireless Managed Service (EWMS)** | You can purchase the EWMS service to help manage devices for your Enterprise Wireless Non-Shared Plan or Enterprise Wireless Plan. See the Service Terms for Adaptive Mobility Managed Services, which include pricing. |
| **T-MDM** | You can purchase the T-MDM service to help manage devices on Adaptive Mobility Mobile and Mobile Broadband Plans. See the Service Terms for Adaptive Mobility Managed Services, which include pricing. |
| **AMMS Professional Services** | You can purchase AMMS Professional Services to help manage your Adaptive Mobility solution. See the Service Terms for Adaptive Mobility Managed Services, which include pricing. |

(b) For select Adaptive Mobility Mobile plans, a Managed Services Credit is available to help offset the cost of Eligible Managed Services, subject to eligibility criteria. Refer to section 3.1 for details on which plans have access to this feature and what credit amount is offered. The following eligibility criteria and conditions apply for the Managed Services Credit:

| | | |
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| **Eligibility Managed Services only** | The Managed Services Credit is only available for the following Eligible Managed Services only: | |
| | | **Eligible Managed Services** |
| | **Adaptive Mobility Care** | Adaptive Mobility Care service |
| | **AMMS Modular** | Endpoint Management User Support (Smartphones)<br>Endpoint Management Platform Management (Smartphones)<br>Endpoint Lifecycle User Support (Smartphones)<br>Custom Support Module (Smartphones) |

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| | **EMMS Modular** | Unified Endpoint Management (Smartphones)<br>Endpoint Security (Smartphones)<br>Usage Management (Smartphones)<br>Endpoint Lifecycle Management (Smartphones)<br>Select custom services offered by Telstra Purple |
| | **T-MDM** | Telstra Mobile Device Management (shared platform)<br>Telstra Mobile Device Management (T-MDM) |
| | **Third party licences^**<br>(as part of AMMS/EMMS Modular or standalone licence-only)<br>^ minimum of 50 licences of the same type must be active on your account and billed monthly in arrears to be eligible for Managed Services Credit. | VMWare WorkspacONE Standard<br>VMWare WorkspacONE Advanced<br>Ivanti Secure UEM<br>Ivanti Secure UEM Premium<br>Samsung Knox Platform for Enterprise<br>Samsung Knox Configure Setup<br>Samsung Knox Configure Dynamic (per Seat and per Device)<br>Samsung Knox Manage<br>Samsung Knox Suite<br>Samsung Knox E-FOTA One<br>Samsung Knox Capture<br>Samsung Knox Guard<br>Telstra Enterprise Mobile Protect<br>JAMFThreat Defence<br>JAMFData Policy<br>JAMF Private Access<br>zMTD for Enterprise<br>Lookout Base<br>Lookout Essentials<br>Lookout Advanced<br>Bluewater Mobility Lifecycle Module<br>Bluewater TEM Add-on<br>Bluewater Full Platform |
| **Eligibility criteria** | To receive the Managed Services Credit, all the following conditions must be met:<br>1. The Eligible Managed Service(s) is applied to an Adaptive Mobility Mobile plan that offers Managed Services Credit, as per section **Error! Reference source not found.**;<br>2. There is a minimum monthly spend for the Eligible Managed Service(s) for that applicable service plan of $10 or more; and<br>3. Adaptive Mobility Care and/or EMMS Endpoint Lifecycle Management Module must be active on applicable service plan. | |
| **Conditions of credit** | Unused Managed Services Credits expire each billing period and do not carry over. | |

## 4.3 Additional details

(a) Additional inclusions and limitations that apply to your Adaptive Mobility plans are:

**SIM cards and eSIMs (SIM)**

We will provide a SIM card or eSIM profile (collectively, **SIM**) and mobile number for each mobile service. You must only use the SIM that we provide you with in devices that have been approved by us for use on our networks. Each SIM is provided in connection with a specific Adaptive Mobility plan and must not be used in connection with any other Data Mobility plan or other service.

You can ask us at any time to replace a SIM or change your mobile number. Charges may apply for the replacement.

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| **Adaptive Shared Data Pool** | The Adaptive Shared Data Pool allows applicable plans to contribute their monthly data allowance to a data pool that is shared across all eligible plans. Refer to section **Error! Reference source not found.** for details on which plans have access to this feature.<br><br>Each eligible plan can access the Adaptive Shared Data Pool once they have exhausted their individual monthly data allowance.<br><br>Each eligible plan will be limited to a maximum of 300GB of data usage per billing period, subject to sufficient data allowance in your Adaptive Shared Data Pool. This 300GB limit is inclusive of the eligible plan's monthly data allowance. For example, an eligible Adaptive Mobility mobile plan with 50GB of monthly data allowance can use up to 250GB of the Adaptive Shared Data Pool, equalling a combined total of 300GB. Data use beyond 300GB for that individual plan will be slowed to a maximum download and upload speed of 1.5Mbps for the remainder of the billing period. This speed is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content may take longer to load. Speeds may be further reduced during busy periods to manage network congestion and ensure overall network experience, until the end of the relevant billing period. |
| **Enterprise Wireless Shared Data Pool** | The Enterprise Wireless Shared Data Pool allows applicable plans to contribute their monthly data allowance to a data pool that is shared across eligible plans and enables access to Auto Data Top-Up for Enterprise Wireless add-ons. Refer to section **Error! Reference source not found.** for details on which Enterprise Wireless plans have access to this feature.<br><br>Each eligible plan can access the Enterprise Wireless Shared Data Pool once they have exhausted their individual monthly data allowance. |
| **Data usage and notifications** | Any unused monthly data allowance (including any Auto Data Top-Up) expires at the end of each billing period. You will receive SMS or email notifications of your data usage at approximately 50%, 85% and 100% of your monthly data allowance (or Adaptive Shared Data Pool, as applicable) to help you make the most of it. You can also check how much data you've used via the My Telstra App, MyAccount, and the Mobile Data Usage Meter via MDUM.<br><br>If your account number begins "7000":<br><br>a) your Auto Data Top-Up or User Data Top-Up will expire 31 days from activation; and<br><br>b) your mobile data usage can only be viewed on Telstra Connect**.** |
| **No Excess Data Charges** | For Adaptive Mobility plans marked with "No Excess Data Charges" in section **Error! Reference source not found.**, if you exceed your domestic monthly data allowance (or your Adaptive Shared Data Pool, as applicable), the download and upload speed for those plans will be reduced to a maximum speed of 1.5Mbps for the remainder of that billing period. This speed is not suitable for HD video or high-speed applications, and means that some webpages, video/social media content may take longer to load. Speeds may be further reduced during busy periods to manage network congestion and ensure overall network experience, until the end of the relevant billing period.<br><br>Note this applies to domestic data usage in Australia only. International roaming data charges still apply. See section **Error! Reference source not found.** for details. |
| **Telstra mobile network** | Our Telstra mobile network is built from multiple generations of wireless mobile technologies with different coverages and spectrum.<br><br>Please note that different generations can support different levels of services and traffic speeds. For example, some areas may only support data traffic and not voice calls. Your device will notify you where your coverage is impacted.<br><br>For coverage details, visit https://www.telstra.com.au/coverage-networks |
| **Standard Australian Numbers** | Standard Australian Numbers include the following:<br><br>• standard national direct dial voice and video calls (which includes calls to most fixed and mobile numbers in Australia and calls to Telstra and Optus Satellite Mobiles in Australia);<br><br>• standard national SMS and MMS messages sent to mobile numbers on an Australian network within Australia;<br><br>• MessageBank® diversion and retrieval calls within Australia;<br><br>• voice calls to 1800, 13, 1300, 11xx, 12xx numbers (excluding calls to Sensis® 1234, 12455 and 12456);<br><br>• call diversions within Australia to fixed numbers with an 02, 03, 07 or 08 area code only or mobile numbers commencing with 04xx only; and<br><br>• any other calls or messages we determine are Standard Australian Numbers. |
| **Non-standard calls and messages (other than Standard** | Non-standard calls and messages include third-party content calls or messages, calls and messages to international numbers in non-Eligible Calling Destinations, international roaming calls and messages or Sensis® services, successful and attempted connections to requested numbers through a directory assistance call, 1234 service or Call Connect call, premium SMS and MMS, wake up and reminder calls, |

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| **Australian Numbers)** | information and operator-assisted calls, reverse charge calls, Call Answer, Memo, PhonePage, SMS voting, SMS games, PocketNews, MobileFun, SMS Access Manager, Online SMS Business, some SMS Chat, some Instant Messaging Services, calls to Pivotel mobiles and any other calls or messages as determined by us.<br><br>The rates and terms that apply to call or message types other than Standard Australian Numbers are set out in Part D – Other Call Types of the Telstra Mobile section of Our Customer Terms.<br><br>Some non-standard numbers are not available (i.e. you cannot call or message these numbers) from your Adaptive Mobility plans. Please contact us if you want to know more about what non-standard numbers are disabled. |
| **Moving other mobile services to an Adaptive Mobility plan** | To move an existing mobile service to an Adaptive Mobility plan you must request to be moved and connected to an Adaptive Mobility plan. This will lead to the cancellation of your existing mobile service, which may result in additional charges. |
| **Changes and cancellation** | All your Adaptive Mobility plans are month-to-month services.<br><br>You may:<br><br>• change an Adaptive Mobility plan once per billing period;<br>• cancel an optional add-on at any time (note the Auto Data Top-Up for Enterprise Wireless add-on is required for all Enterprise Wireless Non-Shared Essential and Enhanced Plans or Enterprise Wireless Plans and cannot be removed); and<br>• cancel an Adaptive Mobility plan at any time.<br><br>If you change or cancel an Adaptive Mobility plan, we may require you to pay all existing costs and charges in connection with that Adaptive Mobility plan up until the end of the billing period in which you change or cancel the Adaptive Mobility plan, and any changes may take effect from the start of the following billing period. |
| **Decommissioning of 3G mobile network** | We switched off our 3G technology so you can no longer access our mobile network from a 3G device. |
| **5G Network Access** | (a) Telstra's 5G network includes coverage from both 5G Standalone (5G SA) and 5G Non-standalone (5G NSA) mobile sites.<br>(b) To access 5G NSA mobile coverage, you will need:<br>(i) a 5G NSA compatible device; and<br>(ii) be in a 5G NSA coverage area.<br>(c) To access 5G SA mobile coverage, you will need:<br>(i) an eligible mobile plan with access to 5G SA included (check the Critical Information Summary of your mobile plan to confirm);<br>(ii) a 5G SA compatible device and sim; and<br>(iii) be in a 5G SA coverage area.<br><br>Some parts of 5G SA (known as 'slices') may be reserved for certain types of applications or certain user groups. While a 5G SA enabled plan will provide access to Telstra's 5G SA mobile sites, allowing use of 5G SA coverage areas (subject to handset and sim requirements), you may or may not have access to these 'slices' at given points in time. |

## 4.4 Devices and accessories

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| **BYO devices and accessories** | (a) If you choose to use your own device or accessory in connection with any Adaptive Mobility plan, you must make sure your device or accessory is compatible with the relevant Adaptive Mobility plan and, where applicable, the SIM that we provide to you in connection with that Adaptive Mobility plan. If you use a device or accessory that is not compatible, you may not be able to use the relevant Adaptive Mobility plan on that device.<br>(b) We can tell you whether your device is compatible when you take up the relevant Adaptive Mobility plan. |
| **Adaptive Mobility Outright** | (c) You may purchase eligible devices and accessories outright under your Adaptive Mobility solution, in which case you must pay us the full amount for the relevant device or accessory at the time of purchase.<br>(d) The list of eligible devices and accessories that you can purchase under your Adaptive Mobility solution, and the price at which they may be purchase, may change from time |

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| | | to time. We can tell you what devices and accessories are available at what price on request. |
| **Adaptive Mobility Repayment** | (e) | You may be able to purchase eligible devices and accessories on a 12-month or 24-month Adaptive Mobility Repayment (**AMR**) under your Adaptive Mobility solution. If we approve your request, we will allow you to pay the total purchase price of the relevant device or accessory in monthly instalments over a 12-month or 24-month period, as applicable. |
| | (f) | If your Adaptive Mobility solution or the agreement under which we supply the Adaptive Mobility solution is terminated or cancelled for any reason, you must immediately pay us all remaining instalments in each 12-month or 24-month AMR under your Adaptive Mobility solution so that you have paid us the full purchase price for each device and accessories purchased under an AMR. |
| | (g) | The list of eligible devices and accessories that you can purchase under an AMR may change from time to time. We can tell you what devices and accessories are eligible for AMR and the relevant price on request. |
| | (h) | The total number of AMRs under your Adaptive Mobility solution must not exceed the total number of Adaptive Mobility plans you have taken up under your Adaptive Mobility solution. |
| | (i) | The following terms also apply to any AMR:<br>(i) We may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with our rights and obligations in connection with any AMR (in whole or in part) to any person at any time. For example, we may do so in connection with a sale of our debts, securitisation or other financing arrangement. You cannot assign or otherwise deal with your rights or obligations under or in connection with any AMR.<br>(ii) In addition to how we may use and share your information under our Privacy Statement, we may also share your confidential information (including personal information as referred to in our Privacy Statement) with third parties that we deal with, including assignees, financiers, agents, trustees, and other service providers, in connection with our rights above.<br>(iii) Your obligation to make payments under or in connection with any AMR is absolute and unconditional. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or reduction in respect of payments under or in connection with any AMR for any reason whatsoever. |
| **Adaptive Mobility Lease** | (j) | You may lease eligible devices for your Adaptive Mobility solution under an Adaptive Mobility Lease (AML). |
| | (k) | The list of eligible devices that you can lease in connection with your Adaptive Mobility solution, and the price at which they may be leased, may change from time to time. We can tell you what devices are available at what price on request. |
| | (l) | Further details on AMLs, including applicable requirements and obligations are set out in section **Error! Reference source not found.** below. |
| **5G devices** | (m) | Not all devices (including devices you may purchase from us or lease under your Adaptive Mobility solution) are 5G compatible. |
| | (n) | You will only be able to use your Adaptive Mobility plans on our 5G mobile network with devices that are 5G compatible. We can let you know if a device is 5G compatible before your purchase it from us or before you lease it under an AML. |

## 4.5 FairPlay policy

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| | (a) | Our FairPlay policy is intended to ensure that our customers do not use our mobile network in an excessive, unreasonable or fraudulent manner, or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services. |
| | (b) | You must not resell or commercially exploit any of our mobile services or SIMs. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale. |

(c) You may not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider.

(d) You can only use a SIM that we provide you with handsets or other devices that have been approved by us for use on our networks.

(e) You must not use, or allow others to use any part of your Adaptive Mobility solution:

(i) as a point of interconnect for calls from overseas into Australia;

(ii) in connection with any machine-to-machine or internet-of-things applications (i.e. any automated telemetry, telematics or telemetrics application which links two or more systems or devices with a mobile data connection);

(iii) to establish any point-to-point connections with another modem; or

(iv) to send messages to any numbers that we reasonably believe have been set up to enable you or another person to commercially exploit our services.

(f) You must ensure that your end users comply with this FairPlay policy.

(g) If we reasonably believe you are in breach of our FairPlay policy, we may suspend or cancel the relevant Adaptive Mobility plans immediately.

## 4.6 International roaming

(a) When a device used in connection with an Adaptive Mobility Mobile Plan or an Adaptive Mobility Mobile Broadband Plan is roaming overseas in an Eligible Roaming Destination, unless you have barred international roaming in relation to that Adaptive Mobility plan, an International Roaming Day Pass will be activated and charged on use. Your International Roaming Day Pass will operate from activation until midnight Melbourne, Australia time on the same day. If your account number begins with “7000” your International Roaming Day Pass will operate for 24 hours from activation.

(b) Alternatively, customers can purchase the International Roaming Month Pass optional add-on, which replaces the International Roaming Day Pass for the relevant Adaptive Mobility plan whilst enabled. If enabled, costs for International Roaming Month Pass apply even if the Adaptive Mobility plan has not roamed in the Eligible Roaming Destinations.

(c) Once activated, the International Roaming Day Pass or International Roaming Month Pass will provide the following allowances for its duration:

| | International Roaming Day Pass | International Roaming Month Pass |
|---|---|---|
| **Eligible Roaming Destinations**<br>(for Adaptive Mobility solutions with an account number NOT beginning with “7000”) | Refer to https://www.telstra.com.au/business-enterprise/products/mobility-solutions/plans-and-devices/international-roaming for eligible destinations | Refer to https://www.telstra.com.au/business-enterprise/products/mobility-solutions/plans-and-devices/international-roaming for eligible destinations |
| **Eligible Roaming Destinations**<br>(for Adaptive Mobility solutions with an account number beginning with “7000”) | Refer to https://www.telstra.com.au/business-enterprise/products/mobility-solutions/plans-and-devices/international-roaming for eligible destinations | Refer to https://www.telstra.com.au/business-enterprise/products/mobility-solutions/plans-and-devices/international-roaming for eligible destinations |
| **Calls and SMS to and from standard international numbers while in Eligible Roaming Destinations** | Unlimited | Unlimited |
| **Data allowance for use in Eligible Roaming Destinations** | Zone 1 and 2: 2GB / day. Unused data expires after 24 hours of provisioning.<br>Zone 3: no data allowance included. Pay-as-you-go rates apply. | Zone 1 and 2: 8GB / month. Unused data expires at the end of each billing period.<br>Zone 3: no data allowance included. Pay-as-you-go rates apply. |

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| | **Additional data use while roaming** | Zone 1 and 2: 2GB data pack, valid for 31 days. Applied automatically when included 1GB allowance is exceeded for each day.<br>Zone 3: no data allowance included. Pay-as-you-go rates apply. | Zone 1 and 2: 2GB data pack, valid for 31 days. Applied automatically when included 4GB allowance is exceeded for each month.<br>Zone 3: no data allowance included. Pay-as-you-go rates apply. |

(d) We may change the Eligible Roaming Destinations at any time by notice.

(e) If you're travelling to a destination where our International Roaming Day Pass or International Roaming Month Pass isn't available or if pay-as-you-go rates apply, you can find all applicable rates at our International Roaming Rates webpage.

## 4.7 Premium Numbers

(a) Premium number provisioning (voice, MMS, SMS) is not available on your Adaptive Mobility plans.

## 4.8 Adaptive Mobility Funds

(a) Telstra Enterprise Plus Fund (formerly Adaptive Mobility Funds) is available for Adaptive Mobility solutions. See **Service Terms for Telstra Enterprise Plus Fund**.

## 4.9 Adaptive Mobility Lease

**Separate Agreement**

(a) Your AML is a lease agreement between you and our nominated third party financier (Financier). You will enter into a master lease agreement with the Financier in accordance with the process outlined below, which will become binding once signed by the Financier (Master Agreement).

**Process to enter into a Master Agreement**

(b) We will provide you with a copy of the Master Agreement for your signing. You acknowledge that our relationship with the Financier is that of independent contractors and that we are not an agent of the Financier in relation to the Master Agreement.

(c) You will sign the Master Agreement and return it to us, for us to forward to the Financier for assessment.

(d) Where the Financier approves your request to enter into a Master Agreement, they will return the signed Master Agreement to us, and we will upload the fully signed Master Agreement onto our Order Express platform or any other portal as maintained by us from time to time (Portal), together with confirming the lease facility available to you under the Master Agreement (Lease Facility).

(e) Your Lease Facility is the sum of the aggregate of the total lease repayment amounts payable by you under the Master Agreement and may be subject to increase or decrease at the Financier's discretion and will be as reflected on the Portal from time to time.

(f) We will notify you where the Financier does not approve your request to enter into a Master Agreement.

**Process to Order devices under the Master Agreement**

(g) Once we notify you of the approval of your Master Agreement, you can log into the Portal and place an order (or orders) for devices from our device list up to the total value of your Lease Facility (**Order**). Where you propose to place an Order in excess of your then current Lease Facility that Order will be subject to approval by the Financier.

(h) Each Order will be a separate lease under the Master Agreement (**Lease**). Each Order will only become effective once approved by the Financier and us as reflected on the Portal.

(i) We will keep an updated device list on the Portal which will reflect the available devices, and the relevant lease repayment amounts (**Device List**). We may update the Device List from time to time. However, any amendment or update to the Device List pursuant

to this paragraph will not affect any Lease which is in place prior to the effective date of the updated or amended Device List.

(j) Each Order will have its own lease term, as selected by you on the Portal (**Lease Term**).

(k) You agree to comply with your obligations under the Master Agreement and each Lease. You acknowledge that the Master Agreement and each Lease is and contract between you and the Financier.

(l) The Financier may revoke its approval of the Master Lease at its discretion. Where this occurs, you will need to enter into a new Master Agreement in order to place new Orders.

**Lease payments**

(m) During the relevant Lease Term, we will pay the amounts you owe to the Financier under the Master Agreement, and you will pay us equivalent amounts via monthly instalments that appear on your Telstra bill (**Lease Repayment Amount**). Our sole responsibility in connection with Master Agreement and each Lease is to bill you your Lease Repayment Amount.

(n) The Lease Repayment Amount will differ depending on the length of your Lease Term and your chosen device.

**Availability**

(o) Device Leasing is provided at our discretion and we are allowed to refuse you access to Device Leasing.

(p) The Financier may have certain eligibility and availability criteria that also restrict the availability of Device Leasing.

**Termination**

(q) Your rights and the rights of the Financier to terminate the Lease Agreement will be set out in the Master Agreement.

(r) In addition to any other services you may have with Telstra, you must repay the Lease Repayment Amount by monthly instalments over the relevant Lease Term. If you do not repay the Lease Repayment Amount on time and in full:

(i) your Lease may be suspended or cancelled in accordance with the terms of your Master Agreement; and

(ii) after reasonable consultation with you, we may assign your debt to the Financier (or another third party) to recover any outstanding amounts.

**Returning your Leased Device**

(s) At the end of each Lease, you must return the relevant leased device to the Financier as required under the provisions of that Lease.

**Your warranties and acknowledgements**

(t) You warrant that only your authorised officers will have access to the Portal and place Orders through the Portal. You acknowledge that the placement of an Order on the Portal by any of your representatives, or by our dealers (acting within the scope of any authority you have provided them) will be deemed to have been ratified by your authorised representative.

## 5 Charges

### 5.1 Charges for your Adaptive Mobility Solutions

(a) You must pay us the following fees and charges in relation to your Adaptive Mobility solution:

(i) the applicable monthly charges for each of your Adaptive Mobility plan (as set out in section **Error! Reference source not found.**);

(ii) the applicable charges for any optional add-on you have taken up in relation to any Adaptive Mobility plan or your Adaptive Mobility solution (as set out in section **Error! Reference source not found.**);

(iii) the purchase price for any device your purchase from us outright (see section **Error! Reference source not found.**);

(iv) the purchase price for any device you purchase from us on an AMR (see section **Error! Reference source not found.**); and

(v) the applicable Lease Repayment Amounts for any device you lease under a AML (see sections **Error! Reference source not found.** and **Error! Reference source not found.**).

### 5.2 Charges for Adaptive Mobility Plans

(a) We will charge you the following monthly charge for each of your Adaptive Mobility Plans:

| Adaptive Mobility plan | Charges (inc GST) |
|---|---|
| **Invitation Only Mobile Plans (smartphones, feature phones, voice-enabled PDAs)** | |
| On-Demand | **$3** per plan per month<br>On-Demand Day Pass: **$1** per plan per day<br>On-Demand Data Top-Up: **$1** for each 100MB (in blocks thereafter) per plan<br>See section **Error! Reference source not found.** for details. |
| Voice | **$40** per plan per month |
| Elevate | **$50** per plan per month |
| Entry | **$60** per plan per month |
| **Mobile Plans (smartphones, feature phones and voice enabled PDAs)** | |
| Essential | **$68** per plan per month |
| Enhanced | **$73** per plan per month |
| Epic | **$85** per plan per month |
| Executive | **$120** per plan per month |
| **Mobile Broadband Plans (tablets, laptops, dongles and personal hotspots)** | |
| Essential | **$28** per plan per month |
| Enhanced | **$40** per plan per month |

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| | Epic | **$60** per plan per month |
| | **Enterprise Wireless Non-Shared Plans (non-personal modems and routers)** | |
| | Essential | **$20** per plan per month |
| | Epic | **$50** per plan per month |
| | **Enterprise Wireless Plans (non-personal modems and routers)** | |
| | Essential | **$20** per plan per month |
| | Epic | **$50** per plan per month |
| | **Adaptive Mobility Evolution plan (mobile fleets greater than 10,000)** | |
| | Evolution Voice | Evolution Voice |
| | Evolution Data | Evolution Data |

**5.3 Other Charges**

(a) The following additional charges also apply in relation to your Adaptive Mobility solution and Adaptive Mobility plans:

| Feature or optional add-on | Charges (inc GST) |
|---|---|
| **Optional add-on** | |
| Voice2Text optional add-on | **$10** per Adaptive Mobility plan per month |
| MessageBank® Plus (for iPhone) | No additional charge |
| Satellite Messaging | Not available for Invitation Only Mobile Elevate, Mobile Voice, or Mobile On-Demand plans.<br>**$10** per Invitation Only Mobile Entry plan per month.<br>**$5** per Mobile Essential plan per month<br>No additional charge for Mobile Enhanced, Mobile Epic and Mobile Executive plans. |
| Business Demand Data | No additional charge |
| International Calls and SMS Pack | Premium pack: **$15** per Adaptive Mobility plan per month<br>Basic pack: **$10** per Adaptive Mobility plan per month<br>Refer to section **Error! Reference source not found.** for further details |
| Auto Data Top-Up for Enterprise Wireless | **$45** for each Small 50GB (in blocks thereafter) per Adaptive Mobility Enterprise Wireless Non-Shared plan or Enterprise Wireless Shared Data Pool |

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| | | | **$150** for each Medium 250GB (in blocks thereafter) per Adaptive Mobility Enterprise Wireless Non-Shared plan<br>**$200** for each Medium 250GB (in blocks thereafter) per Enterprise Wireless Shared Data Pool<br>**$450** for each Large 1000GB (in blocks thereafter) per Adaptive Mobility Enterprise Wireless Non-Shared plan<br>**$550** for each Large 1000GB (in blocks thereafter) per Enterprise Wireless Shared Data Pool<br>**$1200** for each Extra Large 3000GB (in blocks thereafter) per Enterprise Wireless Shared Data Pool |
| | User Data Top-Up for Mobiles and Mobile Broadband Plans | | **$30** for each 20GB (in blocks thereafter) per Adaptive Mobility plan |
| | Telstra One Number | | **$5** per Adaptive Mobility plan per month |
| | Accelerator | | **$10** per Adaptive Mobility plan per month |
| | Shared Data Pack 100MB for Voice Mobile Plans | | **$10** per Adaptive Mobility Voice plan per month<br>**Cease Sale Effective September 6th 2024** |
| | Shared Data Pack 500MB for Voice Mobile Plans | | **$15** per Adaptive Mobility Voice plan per month |
| **Enhanced Enterprise Wireless** | Enhanced Enterprise Wireless SLA Bolt-On | | $209 per EEW Adaptor / BYO Adaptor per month. |
| | Enhanced Enterprise Wireless Managed Service | | $209 per EEW Adaptor / BYO Adaptor per month.<br>Additional charges apply if you have asked us to provide the EEW Managed Services in relation to any Approved Router. These additional charges will be agreed separately in the relevant Price Schedule. |
| | Advanced Site Survey Fee<br>Metro only: where the site is outside of 30KM from CBD, a the applicable Callout Fee will be charged in addition to the Advanced Site Survey once off fee. | | $356.4 |
| | Callout Fee<br>Payable each time personnel is dispatched to one of your sites (except if we are supply the EEW Managed Services and attend your site in relation to warranty claims for EEW Devices that are under warranty and that you have purchased from us). | Metro<br>I.e. site located up to 30km from CBD of Melbourne, Perth, Brisbane, Cairns, Canberra, Hobart, Darwin or Sydney (as applicable). | $412.4 |
| | | Regional<br>I.e. site located 30-65km from CBD of Melbourne, Brisbane, Cairns, Canberra, Hobart, Darwin or Sydney (as applicable). | $598.4 |
| | | Remote | $981.2 |

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| | | I.e. site located 65-105km from CBD of Melbourne, Brisbane, Cairns, Canberra, Hobart, Darwin or Sydney (as applicable). | |
| | | For sites located:<br>• in Western Australia more than 30km from the CBD of Perth; or<br>• more than 105km from CBD in any other State or Territory. | Price on application |
| | Standard Installation Fee<br>Standard Installation applies if all of the following is met:<br>• roof antenna location is easily accessible with a step ladder up to 8ft tall;<br>• the roof antenna requires only a standard pole mount up to 1m high and easily secured onto metal roof;<br>• there is easy access from the roof to the roof cavity below sealing the penetration via a single Dektite waterproofed with self-drilling screws and silicon sealant;<br>• cable run from the comms room to the antenna can be completed within 1 hour without the need for conduit or ducting; and<br>• the comms room has a location for the earthing of the lightening arrestors.<br>Otherwise, Complex Installation will be required. Additional charges may apply if cables to connect to the power mains or to a modem are not in place. | | $3,157 |
| | Complex Installation Fee | | Price on application |
| | Standard Decommissioning Fee<br>Standard Decommissioning Fees apply at the end of the EEW service if only a Standard Installation was required. | | $544.5 |
| | Complex Decommissioning Fee<br>Complex Decommissioning Fees apply at the end of the EEW service if a Complex Installation was required. | | Price on application |

| **International Roaming Charges** | |
|---|---|
| International Roaming Day Pass – Zone 1 | **$5** per Adaptive Mobility plan per day<br>Refer to section **Error! Reference source not found.** for further details |
| International Roaming Day Pass – Zone 2 | **$10** per Adaptive Mobility plan per day |

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| | | Refer to section **Error! Reference source not found.** for further details |
| | International Roaming Day Pass – Zone 3 | **$10** per Adaptive Mobility plan per day<br>Refer to section **Error! Reference source not found.** for further details |
| | International Roaming Month Pass (optional add-on) | **$60** per Adaptive Mobility plan per month<br>Refer to sections **Error! Reference source not found.** and 4.6 for further details |
| | Excess data usage | **$10** for each 1GB of excess data usage<br>Refer to section **Error! Reference source not found.** for further details |
| | Non-standard calls and messages | |
| | Non-standard calls and messages | The call rates and terms that apply to call and message types other than Standard Australian Numbers are set out in Part D – Other Call Types of the Telstra Mobile section of Our Customer Terms. |

# 6 Support

| 6.1 Technical and billing support | | |
|---|---|---|
| **Online Support** | (a) | Visit https://connectapp.telstra.com at any time to report an incident or to submit a service request for your Adaptive Mobility services. |
| **Phone support** | (b) | Call the support number on your invoice to speak to us about reporting an incident or to submit a service request. Availability may be impacted by unusual call volumes. |
| | (c) | If you require phone support to help manage your Adaptive Mobility solution, the Adaptive Mobility Care Managed Service can be purchased and administered by a nominated Telstra Partner. See section **Error! Reference source not found.** for details. |
| **Managed Enhanced Enterprise Wireless** | (d) | Contact your managed services provider via the direct contact details notified to you by us, Telstra Partner or Telstra Purple. |
| **Support for Self-Managed Enhanced Enterprise Wireless Services** | (e) | You may contact:<br>(i) The Telstra Mobility service line (1800 150 031) via the Telstra contact centres.<br>(ii) Cradlepoint support (1800 863 530) for Device and RMA install queries.<br>(iii) Telstra Account Manager or Telstra Partner for service decommission or downgrades. |
| | (f) | Telstra Business Online Support for Enterprise Mobility Portal support. |