

# OUR CUSTOMER TERMS CLOUD SERVICES – DYNAMIC NETWORK - INTERNET VPN

## Contents

<b>1</b>	<b>About the Internet VPN Service</b>	<b>2</b>
<b>2</b>	<b>Internet VPN Service</b>	<b>2</b>
<b>3</b>	<b>Managed service desk</b>	<b>5</b>
<b>4</b>	<b>Adds moves and changes</b>	
<b>5</b>	<b>Your responsibilities</b>	<b>5</b>
<b>6</b>	<b>Charges</b>	<b>8</b>
<b>7</b>	<b>Minimum Term and termination</b>	<b>9</b>
<b>8</b>	<b>Vendor specific terms</b>	<b>10</b>
<b>9</b>	<b>Special meanings</b>	<b>10</b>

Certain words are used with the specific meanings set in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>

## **1 ABOUT THE INTERNET VPN SERVICE**

- 1.1 This is the Internet VPN section of Our Customer Terms.
- 1.2 Unless you have entered into an agreement with us that excludes them, the General Terms of Our Customer Terms apply to the services supplied under this section of Our Customer Terms. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 The General Terms of the Cloud Services section of Our Customer Terms apply to the Internet VPN service:  
<https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-a-full/cloud-a.pdf>.
- 1.4 To the extent of any inconsistency between this section and the other sections of Our Customer Terms, this section prevails.

## **2 INTERNET VPN SERVICE**

### **What is the Internet VPN service?**

- 2.1 The Internet VPN service (**Service**) provides you with a simple way to securely connect multiple sites and mobile staff to the internet and each other.
- 2.2 The Service is comprised of equipment, hosting and a managed service desk, each of which is described more fully below and in your application form or separate agreement with us.
- 2.3 The Service (subject to your choice of Service option) operates as follows:
  - (a) a Telstra-supplied Site Device is required for each business premises that you wish to be part of the Internet VPN environment;
  - (b) once the Site Devices are connected to your existing internet service, a secure IP sec tunnel is automatically configured between the Site Devices and the Telstra data centre that hosts the Virtual Router;
  - (c) the Virtual Router provides a host for your Service;
  - (d) remote client access provides a secure SSL connection between a browser-based remote access to the Telstra data centre hosted Virtual Firewall (optional); and
  - (e) Web content filtering.

### **Eligibility**

- 2.4 To use the Service, you must have:
  - (a) A Telstra internet connection to which a Site Device can be connected at each site;

- (b) a compatible Telstra carriage service at each site; and
  - (c) for remote access, compatible devices with supported operating systems and supported internet browsers, and internet connection capable of receiving the Internet VPN Service.
- 2.5 You acknowledge that we do not support all mobile platforms or all browsers, and it is your responsibility to acquire and maintain supported platforms and browsers. We can provide you with details of supported platforms and browsers on request. If you do not maintain supported browsers and platforms, you may not be able to use the Service, or we may be limited in the support that we can provide to you, and you will still be liable for all fees and charges in relation to your Internet VPN service.
- 2.6 You must not resell the Service unless otherwise agreed with us in writing.
- 2.7 You must not provide or assist with the provision of the Service to any other person.

### **User licences**

- 2.8 You must ensure that only your employees (Authorised Users) use the Service.
- 2.9 You are not permitted to share the Service outside of your organisation (your organisation is limited to the legal entity that has completed an application form for this Service).

### **Service options**

- 2.10 You can choose from one of the following Service options:
- (a) Internet VPN Essential, which comprises:
    - (i) encrypted VPN access between two or more nominated sites;
    - (ii) a Site Device for each of the two or more nominated sites;
    - (iii) automatic self-configuration and self-installation capability; and
    - (iv) choice of 10Mb/s, 50Mb/s or 100Mb/s aggregate VPN throughput speed;
  - (b) Internet VPN Enhanced, which comprises the features of Internet VPN Essential, plus:
    - (i) secure centralised internet access via a Virtual Firewall; and
    - (ii) remote VPN capability for remote users (licenses sold in packs of 10); and
  - (c) Internet VPN Premium, which comprises the features of Internet VPN Enhanced, plus URL web content filtering. You acknowledge that we reserve the right to provide web content filtering on a per user basis only rather than as a package option.

### **Service restrictions**

- 2.11 If you wish to change a supplied Site Device once it has been deployed, a charge may apply. We will inform you of this charge on request.
- 2.12 We will provide you with Site Devices that we consider appropriate for the anticipated use that you have communicated to us in your application form for this Service. We will advise you if you are approaching the recommended upper performance limits for a Site Device and will inform you of the cost of an additional Site Device.
- 2.13 Virtual Routers have a maximum number of 100 IP sec tunnels that can be supported. If you wish to have more than this number of IP sec tunnels then you will need to acquire an additional Service, which will be independent of your original Service.

**Acceptable use restrictions**

- 2.14 In addition to your obligations under clauses 5.7 and 8.1, you must not, and must ensure that your employees, contractors or agents do not, attempt to gain unauthorised access to the Service, accounts, computer systems or networks connected to the Service, through hacking, password mining or by any other means.
- 2.15 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.
- 2.16 We may suspend or cancel your Service if you breach the acceptable use restrictions under this clause or under clauses 5.7 and 8.1.
- 2.17 If our supplier ceases to provide or support the Service or any part of it, we may terminate this Agreement. We will use reasonable endeavours to give you as much notice as possible of such termination and any replacement service.

**Platform changes**

- 2.18 You acknowledge that our supplier will make changes to the platform from which the Services are provided from time to time (e.g. software changes and emergency changes) and that this may result in some disruption of the Services. You acknowledge that we will not be liable to you for any such disruption, save for disruptions caused as a direct result of our negligence. We will use reasonable efforts to minimise and give you notice of such disruption.

**Maintenance Windows**

- 2.19 You acknowledge that our supplier will conduct maintenance on the platform from which the Services are provided from time to time. The maintenance windows will be no more frequent than once every two weeks and will occur in the hours as follows:

Day	UTC	AEST	AEDT
Wednesday	15:00 – 19:00	01:00 – 05:00	02:00 – 06:00
Sunday	15:00 – 19:00	01:00 – 05:00	02:00 – 06:00

## **Service Levels**

2.20 We aim to provide the Service with 99.5% availability.

### **3 MANAGED SERVICE DESK**

3.1 We provide a managed service desk as part of the Service. You can contact the service desk to report incidents.

3.2 The service desk will be available 24/7 to log incident and service tickets and we will provide support during usual business operating hours 8am to 5pm Australian Eastern Standard Time, Monday to Friday (excluding public holidays in the State or Territory where our staff are located).

3.3 Except to the extent of your separate agreement with us, the managed service desk does not provide support for other Telstra products or services, even if they are related to the Service (for example, internet service). You should use the service desks provided for those services.

3.4 We aim to respond to service desk requests within 2 business hours.

3.5 We aim to resolve service desk requests within 5 days (on which the Internet VPN service desk is open). We do not guarantee to respond to or resolve issues within these time frames.

3.6 If we determine that we need to change the Service in order to fix a fault, we will not make the change until we have agreed that change with you. You acknowledge that some changes may incur additional charges, be subject to additional terms, or both.

### **4 ADDS, MOVES AND CHANGES**

4.1 You have to nominate at least one person as an authorised contact, and provide contact details for that person. Only your authorised contact(s) can request changes to your service.

4.2 Adds, moves or changes may incur additional charges.

### **5 YOUR RESPONSIBILITIES**

#### **General**

5.1 In order to provide the Services, we may need input or assistance from you.

5.2 You understand that the Service may be unsuitable, may have errors and/or may be delayed if you do not provide us with the assistance we ask for.

5.3 We may charge you an additional fee for any delay or additional work we are required to perform because you have not provided us with the assistance we required, or if you provided us with inaccurate or incomplete information.

5.4 You are solely responsible for the use (or attempted use) of your Service by you and/or any third party whether authorised or not.

5.5 You must comply with our instructions regarding your use of your Service.

5.6 You must keep your passwords or other identification codes for your Service

secure.

5.7 You:

- (a) must maintain any reasonable and appropriate administrative, physical, and technical security regarding its account ID, password, antivirus and firewall protections, and connectivity with the Service;
- (b) must implement the necessary controls to ensure that you do not use the Service for any of the following:
  - (i) to store, process, or transmit material that is tortious or in violation of any applicable laws ;
  - (ii) to transmit malicious code;
  - (iii) to interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data contained therein;
  - (iv) to attempt to gain unauthorized access to systems or networks;
  - (v) to provide the Services to non-user third parties, including, by resale, license, loan or lease; and
  - (vi) must use commercially reasonable efforts to prevent and/or block any use prohibited under this Agreement by your personnel or users.
- (c) You warrant that you will not use, permit or facilitate the use of the Service:
  - (i) without Telstra's express approval, in relation to the business or affairs of any person other than you;
  - (ii) to infringe the intellectual property rights of any person;
  - (iii) to breach any law, standards, content requirements or applicable codes of conduct;
  - (iv) to publish or disseminate any material that is defamatory, pornographic, depicts acts of violence, sexual acts or which may perpetuate hatred against any person or group or have the likely effect of causing offence or harm;
  - (v) to menace or harass any person;
  - (vi) to publish or disseminate any material that contains any instructions which if implemented might cause damage or injury to any person or property; or
  - (vii) in a manner which will expose Telstra to the risk of any claim, legal or administrative action.
- (d) You must at all times, not use and you must procure and ensure that your employees, contractors or agents do not use the Service in any way:
  - (i) which results in you or us breaching any applicable law, regulation,

- standard or code;
  - (ii) which results, or could result in damage to property or injury to any person;
  - (iii) to engage in any form of harassment or discrimination;
  - (iv) to send, display or be otherwise involved in material which is obscene or defamatory or which would be considered by a reasonable person to be offensive or abusive;
  - (v) which infringes our or any other person's intellectual property or other rights;
  - (vi) to misuse our or any other person's confidential information;
  - (vii) that interferes with our, or any other person's, network or equipment;
  - (viii) which introduces malicious programs (e.g. viruses, worms or trojans etc) into our, or any other person's, network or equipment;
  - (ix) to send unsolicited mass mailings outside your company or organisation; or
  - (x) not expressly allowed under this Agreement.
- (e) You must at all times:
- (i) comply with all applicable laws and regulations;
  - (ii) not reverse engineer, decompile or otherwise discover the application programming interface of any component of the Service; or
  - (iii) not resell or resupply the Service, unless we otherwise agree in writing.
- (f) We may immediately suspend or terminate your Service at any time without notice to you if we reasonably believe you have breached this clause 5.7. We will use reasonable endeavours to provide you with the reasons prior to such suspension or termination, or in any event as soon as practicable thereafter.

## **Assistance**

5.8 You must:

- (a) provide us all the information we request that is relevant to the Services including access to the collaboration usage data for your collaboration platform;
- (b) ensure that all the information you provide us is accurate and complete;
- (c) provide us with all assistance that we reasonably request or that is otherwise necessary to perform equipment testing or the Services generally (including by making staff available to answer questions);

- (d) perform your own user acceptance end-to-end testing of the solution if we tell you;
- (e) provide us with access to your network and premises on reasonable notice; and
- (f) provide us with a safe working environment.

### **Keeping your contact details up to date**

- 5.9 From time-to-time we will need to get in contact with you regarding your Service, so it's important that you keep your organisation's details up-to-date.
- 5.10 To use the Service, you also need to ensure that your authorised administrator contact details are correct and kept up-to-date.
- 5.11 You can update your contact details via the managed service desk.

### **Your data**

- 5.12 Where you provide us any information or data of any kind as part of the Services, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform the Services, including by providing it to third party service providers (and we can grant them the same rights as you grant us). You warrant that you have the right to give us any information or data provided in connection with the Services.

## **6 CHARGES**

### **Service charges**

- 6.1 If the term of your Agreement with us for the Service commences before 1 July 2016, the charges for the Service option you have chosen will be fixed for 24 months except that, if we decrease a relevant charge, we will charge you the lower charge from the date that we enter the lower charge into our billing system.
- 6.2 The charges for your Service are comprised of:
  - (a) a once off shipping and handling charge for Site Devices;
  - (b) monthly ongoing subscription charges; and
  - (c) monthly ongoing charge for the Site Device over a 24 month contract term.

in each case as set out in your Application Form or separate agreement with us.
- 6.3 We will invoice you for the one-off shipping and handling charge following activation of the Service. However, if the term of your Agreement with us for the Service commences before 1 July 2016, we will waive this charge.
- 6.4 We will invoice you for the monthly ongoing subscription charges monthly in advance.
- 6.5 We bill the charges against the Service Instance ID linked to your Service. If you do not have a Service Instance ID when the Service starts, we will provide you

with one.

- 6.6 As well as the charges for your Service, you have to pay us for the other telecommunications services we provide in connection with your Service (such as your internet service).
- 6.7 If you change your subscription package for the Service, the changes to the charges for the Service will be effective from implementation into our billing systems.

### **Additional services charges**

- 6.8 If we agree, you can pay the charges for the additional services component of your Service in components. The amount of the charges of each component, and the dates for payment, are set out in your Application Form or separate agreement with us.

## **7 MINIMUM TERM AND TERMINATION**

### **Minimum Term**

- 7.1 You must take the Service for a minimum term of 24 months (Minimum Term) unless we agree otherwise. At the end of the Minimum Term, we will keep providing your Service on a month-to-month basis until either you or we terminate the Service.
- 7.2 If the Service is terminated, we will charge you for your usage up to the last day (in full) of use.

### **Termination**

- 7.3 We may suspend or cancel your Service if you breach, and fail to remedy such breach within a reasonable remedy period, or we suspect on reasonable grounds that you may have breached, these terms. During suspension, all fees remain payable. We may impose a restart fee if a suspension of the Service was required because of your breach of these terms.
- 7.4 If we suspend or cancel your Service under clause 7.3, you must pay our reasonable costs of disconnection within 14 days of receipt of an invoice from us for those costs.

### **Early termination**

- 7.5 If, during the Minimum Term:
- (a) you terminate your Service for any reason other than our material breach; or
  - (b) we terminate your Service for your breach (including for breach of the restrictions set out in clauses 2.11 to 2.16),

we may charge you an early termination charge calculated as follows:

$$ETC = M \left( \frac{C}{24} \right)$$

where:

ETC = early termination charge;

M = number of whole months remaining in Site Device Term;

Site Device Term = for each Site Device, 24 months from the date you order the Site Device; and

C = the charge for a Site Device (found in the Device Catalogue at the ordering portal)

## **8 VENDOR SPECIFIC TERMS**

8.1 You must not, and must ensure that your employees, contractors or agents do not:

- (a) modify or adapt or create derivative works of the Software; or
- (b) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software.

## **9 SPECIAL MEANINGS**

9.1 The following words have the following special meanings in this section of Our Customer Terms (unless otherwise stated):

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Melbourne, Australia.

**DDOS** means distributed denial of service;

**Site Device** means the router supplied by Telstra under this Service from time-to-time;

**Software** means the software that underpins or is connected with the Service.

**SSL** means Secure Socket Layer;

**Virtual Firewall** means the virtual firewall hosted in a Telstra data centre that consolidates all remote access secure SSL connections and provides controlled access to the public Internet.

**Virtual Router** means a virtual router located in a Telstra data centre providing a VPN host for your Service; and

**VPN** means virtual private network.