

# OUR CUSTOMER TERMS – MANAGED MEDIA CONTRIBUTION

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# OUR CUSTOMER TERMS – MANAGED MEDIA CONTRIBUTION

Certain words are used with the specific meanings set out below or in the General Terms of Our Customers at <https://www.telstra.com.au/customer-terms/business-government>

## 1 ABOUT THE MANAGED MEDIA CONTRIBUTION SECTION

- 1.1 This is the Managed Media Contribution section of Our Customer Terms.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms of Our Customer Terms apply to the products and services provided under the Managed Media Contribution section. See section one of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms are to be read together.

## 2 WHAT IS MANAGED MEDIA CONTRIBUTION SERVICE?

### Overview

- 2.1 The Managed Media Contribution service (**MMC Service**) is a mobile broadband broadcast solution which provides access prioritisation and preferential data treatment (as further described below) for carriage of low bandwidth contribution data between Outside Broadcast (**OB**) locations and the broadcast production or studio premises of Eligible Customers.
- 2.2 The MMC Service is comprised of the following components:
  - (a) provision of access prioritisation and preferential data treatment on our existing public 4G/LTE mobile network, as further described in clauses 3.1 and 3.2;
  - (b) the ability to connect a MMC Device using a MMC SIM to your MMC Service, as further described in clauses 4 and 5;
  - (c) a MMC Data Plan, as further described in clauses 6 and 9; and
  - (d) managed services, as further described in clause 7.
- 2.3 The MMC Service operates across the union of two carriage components:
  - (a) **Wireless First Mile:** Telstra 4G/LTE is utilised between the OB location and Telstra's core network. The MMC Service transmits the contribution data across Telstra's 4G/LTE wireless network using 3GPP standards based QoS.
  - (b) **Internet Last Mile:** Your existing business grade Internet service provides for last mile delivery of contribution data into your broadcast production or studio premises.

### Eligibility

- 2.4 You are only an "Eligible Customer" for the MMC Service if you:
  - (a) are an enterprise customer with a valid ABN, ACN or ARBN providing broadcast media services, as determined by us; and

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- (b) hold a broadcasting licence issued by the Australian Communications and Media Authority authorising you to transmit television or radio programs to the public.

2.5 In order to access and use the MMC Service, you must have an active business grade Internet service into you broadcast production or studio premises.

## Service Limitations

2.6 Subject to clause 2.7, the MMC Service is only available in areas where there is access to our public 3G/4G/LTE mobile network and the relevant MMC Device is able to connect to that network. For the avoidance of doubt, for the MMC Service this only includes 3G/4G/LTE coverage (not 2G or satellite communications).

2.7 If our public 4G/LTE network service is unavailable, the MMC Service may switch over to our 3G network (where available). If this occurs, you will not receive access prioritisation and preferential data treatment while you remain on the 3G mobile network, but you will still be able to transmit contribution data using your MMC Service.

2.8 Your ability to access our public 4G/LTE mobile network depends on, amongst other things, coverage availability, local conditions, capability of MMC Devices and distance from the base station.

2.9 The MMC Service is a national service available for use only within Australia. The MMC Service cannot be used to roam onto any other domestic or international mobile network.

2.10 The MMC Service is not available to Telstra Wholesale customers.

2.11 You must not resell the MMC Service, or any MMC Device or MMC SIM supplied in conjunction with it.

2.12 You agree that we are entitled to suspend the MMC Service in the event that we are required or entitled to suspend our public 3G/4G/LTE mobile network (for example, for maintenance or due to and an event beyond our reasonable control which prevents provision of the service).

2.13 If you tether a device to any other device which is connected to the MMC Service, you may not receive access prioritisation or preferential data treatment.

## 3 ACCESS PRIORITISATION AND PREFERENTIAL DATA TREATMENT

3.1 As part of the MMC Service, you will receive access prioritisation on our public 4G/LTE mobile network. Access prioritisation means that during times of congestion on our 4G/LTE mobile network, we will prioritise attempts from customers of the MMC Service to access our 4G/LTE mobile network ahead of certain other users, but below that of emergency services and emergency situations (for example, 000 and 112 calls).

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- 3.2 As part of the MMC Service, our public 4G/LTE mobile network automatically provides preferential treatment to your data over certain other users, but below that of emergency services and emergency situations (for example, 000 and 112 calls), of our Public LTE Mobile Network if your data throughput drops below a certain target.
- 3.3 Preferential data treatment means that customers of the MMC Service will be provided with preferential data treatment while their contribution data is being transmitted via the public 4G/LTE mobile network over certain other users, but below that of emergency services and 000 call users.
- 3.4 Your data will not be prioritised or given preferential treatment over the data of other MMC Service customers or customers receiving equivalent prioritisation or preferential treatment services.
- 3.5 Even with access prioritisation and preferential data treatment, you acknowledge and agree traffic related to high priority government and emergency situations (for example, 000 and 112 calls) will be prioritised and given preferential treatment over your traffic.
- 3.6 The MMC Service does not support VoLTE data as part of access prioritisation or preferential data treatment.
- 3.7 Preferential data treatment does not guarantee a minimum throughput for your data on our public 4G/LTE mobile network.

### 4 MMC DEVICES

- 4.1 The MMC Service may only be accessed:
  - (a) on the Telstra APN which enables prioritisation or preferential treatment on our public 4G/LTE mobile network; and
  - (b) using the Telstra APN described in clause 4.1(a) on an approved SIM hosting routing device (**MMC Device**) that has been certified 3GPP QoS interoperable with the Telstra national 4G/LTE wireless infrastructure.
- 4.2 You must select from one of the following MMC Devices to be supplied to you as part of your MMC Service:
  - (a) Sierra Wireless AirLink MP70 (including an external antenna); or
  - (b) Netgear Nighthawk M1.
- 4.3 As part of your MMC Service, we manage on your behalf any manufacturer warranties that are provided in connection with your selected MMC Device for the term of your MMC Service. Details of the applicable manufacturer warranties are available from Telstra on request.
- 4.4 We aim to ship your MMC Device from our facilities within five (5) business days after we acknowledge receipt of your order for the MMC Service. If we agree to replace a faulty Device as part of our managed service obligations,

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we aim to ship your replacement MMC Device within five (5) business days after receipt of your returned faulty MMC Device.

- 4.5 You must use your MMC Device in accordance with any guidelines or user guides issued by Telstra or the manufacturer of that MMC Device.
- 4.6 The MMC Devices for use with the MMC Service must have the configuration, operating system and firmware version set out in our agreement with you, or as otherwise notified to you in writing.

### 5 MMC SIMS

- 5.1 In order to access the MMC Service, you must use the specific SIM supplied and installed in the MMC Device by us for use in connection with the MMC Service (**MMC SIM**). You cannot use any other type of SIM to access the MMC Service.
- 5.2 The MMC SIM is installed and configured in the MMC Device by Telstra prior to delivery to you. We will activate the MMC SIM contained in each MMC Device at the time when the MMC Device is dispatched to you
- 5.3 The MMC SIM will be delivered to you unlocked without a PIN code. You must ensure that you implement appropriate procedures to prevent unauthorised use of you MMC SIM.
- 5.4 The MMC SIM can only be used in connection with your MMC Service and not for any other telecommunications services.
- 5.5 The MMC SIM should never be removed from the MMC Device unless under direct instruction from a Telstra technical contact.
- 5.6 The MMC SIM:
  - (a) cannot be used for and does not support voice calls or SMS; and
  - (b) is not compatible with international use.

### 6 DATA PLANS

- 6.1 A data plan for the MMC Service allows you to use an MMC Device with a MMC SIM to transmit contribution data from OB locations to your broadcast production or studio premises (**MMC Data Plan**).
- 6.2 In connection with your MMC Service, you must select from one of the following available MMC Data Plans:
  - (a) a fixed data plan (**MMC Fixed Data Plan**); or
  - (b) a pay-as-you-go data plan (**MMC PAYG Plan**),
 as further described in clause 9 below.
- 6.3 Regardless of whether you select a MMC Fixed Data Plan or a MMC PAYG Plan, your MMC Service will continue on a month to month basis following initial activation and you may cancel your MMC Service at any time in

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accordance with clause 10.2.

- 6.4 MMC Data Plans do not include any voice allowance or permit you to make voice calls.
- 6.5 MMC Data Plans can only be used with a MMC Service and must be on a separate account to any other Telstra mobile services.
- 6.6 You may select either a MMC Fixed Data Plan or a MMC PAYG Plan for your MMC Service. You cannot mix plan types on the same account.
- 6.7 If you wish to change from one type of MMC Data Plan to another, you must cancel your existing MMC Service and order a new MMC Service with the revised MMC Data Plan selected for that new MMC Service.

## 7 MANAGED SERVICES

- 7.1 As part of the MMC Service, we will provide you with the following managed services:
  - (a) provision of a 24/7 Telstra Broadcast Service helpdesk (**TBS Helpdesk**), including fault diagnosis and resolution;
  - (b) support in connection with network incidents and faults affecting your MMC Service;
  - (c) management of any manufacturer warranties provided in connection with your MMC Device, including arrangement of repair or replacement services in connection with faulty MMC Devices that are subject to those warranties; and
  - (d) adherence to target service levels for the MMC Service.

### TBS Helpdesk

- 7.2 We will provide the TBS Helpdesk 24 hours, 7 days a week to assist with:
  - (a) faults with the MMC Service and service requests;
  - (b) any network related incidents in connection with the MMS Service;
  - (c) faults relating to MMC Devices and MMC SIMs, including management on your behalf of any manufacturer warranty provided in connection with your MMC Device; and
  - (d) adds, moves and changes.

### Dealing with Faults

- 7.3 You must undertake initial fault diagnosis before reporting any fault to the TBS Helpdesk.
- 7.4 If you are unable to resolve a fault, you may contact the TBS Helpdesk using the following contact details:

**Telephone:** 02 8258 7966 (Option 2)

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**Email:** [TelstraBroadcastMCR@team.telstra.com](mailto:TelstraBroadcastMCR@team.telstra.com)

- 7.5 When you contact the TBS Helpdesk, you must provide all information reasonably necessary to identify the fault.
- 7.6 After you have reported a fault to the TBS Helpdesk, we will begin diagnosing your problem and will use reasonable endeavours to assist you until the fault is:
- (a) resolved; or
  - (b) assigned back to you as a “customer issue” because the fault is deemed to be related to a matter outside of our control, such as due to your systems or infrastructure, or your use of the MMC Service other than in accordance with these terms.
- 7.7 While the MCR team are able to receive calls on a 24 x 7 basis, work on some faults will not commence until the next business day.
- 7.8 If you report a fault with your MMC Device to the TBS Helpdesk and the relevant MMC Device remains subject to an applicable manufacturer warranty, we will arrange for the repair or replacement of that MMC Device in accordance with the applicable warranty. If your MMC Device is faulty or damaged and is not subject to a manufacturer warranty, we are not obliged to provide you with repair or replacement services in connection with that MMC Device.

## Availability and Scheduled Maintenance

- 7.9 We will use reasonable endeavours to ensure availability of the MMC Service 99.3% of the time.
- 7.10 From time to time, the MMC Service may be unavailable because we need to conduct scheduled maintenance in connection with the network or infrastructure used to provide the MMC Service (**Scheduled Maintenance**).
- 7.11 We will use reasonable endeavours to carry out Scheduled Maintenance:
- (a) within specified windows that have been notified to you in advance;
  - (b) in such a way as to avoid impacting the target availability service level; and
  - (c) in such a way as to minimise adverse impacts to your use of the MMC Service.
- 7.12 If we are required to perform unscheduled emergency maintenance in connection with the MMC Service or the network or other infrastructure used to provide it, then we will provide you with as much notice as possible of such unscheduled maintenance and we will provide you with regular updates as to when we expect such unscheduled maintenance to be completed.
- 7.13 The MMC Service may not be available during periods of Scheduled Maintenance or unscheduled maintenance.

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### 8 TERMS OF USE

- 8.1 You are solely responsible for the use (or attempted use) of your MMC Service, and any inference drawn from your use (or attempted use) of your MMC Service, by you and/or any third party whether authorised or not. You are responsible for any charges incurred as a result of any unauthorised use of your MMC Service
- 8.2 You must ensure that only your employees, contractors or other authorised users access and use your MMC Service. You are responsible for your users' compliance with these terms and your separate agreement with us.
- 8.3 You must comply with our reasonable and lawful instructions regarding your use of the MMC Service.
- 8.4 You must keep your passwords and other identification codes for your MMC Service secure.
- 8.5 If you use or attempt to use any device other than a MCC Device with the MCC Service and it interferes with the our public 4G/LTE mobile network or the MMC Services in any way, we may immediately disconnect that unauthorised device from the MMC Service. We will notify you within a reasonable time if we have disconnected your unauthorised device from the MMC Service.
- 8.6 You:
- (a) must maintain any reasonable and appropriate administrative, physical, and technical security regarding your account ID, password, antivirus and firewall protections, and connectivity with the MMC Service;
  - (b) must implement the necessary controls to ensure that you do not use the MMC 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 hardware, software, the MMC Service or third-party data contained therein;
    - (iv) to attempt to gain unauthorised access to systems or networks; or
    - (v) to provide the MMC Service to non-user third parties, including, by resale, license, loan or lease;
  - (c) must use commercially reasonable efforts to prevent or block any use prohibited under these term by your personnel or users; and
  - (d) warrant that you will not use, permit or facilitate the use of the MMC Service:



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- (i) to transmit Inappropriate Content. "Inappropriate Content" means any content which:
    - (A) contains or introduces "viruses", "worms", "Trojan Horses", "e-mail bombs", "cancel bots" or other similar computer programming routines;
    - (B) is in any way unlawful; or
    - (C) infringes the intellectual property or privacy or other rights of any person,
  - (ii) without Telstra's express approval, in relation to the business or affairs of any person other than you;
  - (iii) to infringe the intellectual property rights of any person;
  - (iv) to breach any law, standards, content requirements or applicable codes of conduct;
  - (v) to publish or disseminate any material that is illegal, 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;
  - (vi) to menace or harass any person;
  - (vii) to publish or disseminate any material that contains any instructions which if implemented might cause damage or injury to any person or property; or
  - (viii) in a manner which will expose Telstra to the risk of any claim, legal or administrative action.
- 8.7 You must not alter, modify, revise or adapt the MMC Service, in part or in whole, create any derivative works from the MMC Service or any portion of it or reverse engineer the MMC Service or any data or software contained in it. You must not use the MMC Service to construct products or services that may compete with the MMC Service.
- 8.8 You indemnify us against (and must pay us for) any loss, damage, liability, claim or expense (including all legal, defence and settlement costs) we incur or suffer directly or indirectly in connection with any claim alleging that any rights of a third party may be, or if granted may be, infringed by the content or use of the content on the MMC Service (except to the extent that claim is due to our negligent or wrongful act or failure to act).
- 8.9 Where you provide us any information or data of any kind as part of the MMC Service, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform the MMC Service (or to maintain or improve the MMC Service), 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 MMC Service.

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## 9 CHARGES

### General

- 9.1 You must pay all charges for to your MMC Service, as set out in your separate agreement with us.
- 9.2 The charges for your service are comprised of:
- (a) once off charges covering the supply of your selected MMC Device and MMC SIM (including installation and configuration), and shipping and handling of your MMC Device to your nominated Australian address (**Set-up Charges**); and
  - (b) the applicable monthly charges for the supply and usage of your selected MMC Data Plan, as set out below.
- 9.3 The billing cycle for all MMC Services begins on the first day of each calendar month. If you commence your MMC Service part way through a billing month, the applicable monthly plan charges (if you are on a MMC Fixed Data Plan) or monthly service fees (if you are on a MMC PAYG Plan) for such initial month will be prorated based on the number of days remaining in the month from the day your MMC Service commences.
- 9.4 If you cancel your MMC Service part way through a billing month, you will be entitled to a pro rata reduction of any monthly plan charges (if you are on a MMC Fixed Data Plan) or monthly service fees (if you are on a MMC PAYG Plan) for the remaining portion of such billing month following the effective date of cancellation of your MMC Service.
- 9.5 Your MMC Service does not include any other telecommunications services that you use in conjunction with your MMC Service, such as a business grade internet or other mobile services. You must acquire and pay for any such telecommunications services separately.

### Set-up Charges

- 9.6 Your Set-up Charges are as set out in your separate agreement with us.
- 9.7 We will invoice you for the Set-up Charges following activation of your MMC Service.

### MMC Fixed Data Plan

- 9.8 When you place an initial order with us for your MMC Service, you are able to select from a number of MMC Fixed Data Plan options with different monthly data allowances and pricing. If you select a MMC Fixed Data Plan, the applicable monthly plan charges are as set out in your separate agreement with us.
- 9.9 If you exceed your monthly data allowance for your MMC Fixed Data Plan in any billing month, you will be charged the excess usage charges set out in your separate agreement with us.
- 9.10 We will invoice you monthly in advance for the applicable monthly fixed plan charges associated with your MMC Fixed Data Plan. In the event that you

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incur any excess usage charges, we will invoice you monthly in arrears for such excess usage charges based on your actual excess data usage for the previous month, rounded up to the nearest whole gigabyte (eg if you use 2.4GB in excess data during a particular month, you will be charged for 3GB of excess data).

- 9.11 Any unused data allowance associated with your MMC Fixed Data Plan will expire at the end of each billing month. If you do not use all of your monthly data allowance, the unused portion expires and does not roll-over to the next month of your MMC Fixed Data Plan.

### MMC PAYG Plan

- 9.12 When you place an initial order with us for your MMC Service, you are able to select a MMC PAYG Plan, which is comprised of:

- (a) a fixed monthly service fee; and
- (b) pay-as-you-go charging based on your actual usage of data in a particular billing month, rounded up to the nearest whole gigabyte (eg if you use 2.4GB in data during a particular month, you will be charged for 3GB of data usage).

- 9.13 The monthly service fee for your MMC PAYG Plan is as set out in your separate agreement with us. The pay-as-you-go data charges applicable to your MMC PAYG Plan are also set out in your separate agreement with us.

- 9.14 We will invoice you monthly in advance for the fixed monthly service fee associated with your PAYG Plan. We will invoice you monthly in arrears for your pay-as-you-go data based on your actual usage for the previous month, rounded up to the nearest whole gigabyte.

## 10 TERM AND TERMINATION

### Term

- 10.1 There is no minimum term applicable to the MMC Service. The MMC Service is supplied on casual month to month basis which continues until you notify us in writing that you wish to cancel your MMC Service in accordance with clause 10.2.

### Termination and Suspension

- 10.2 You may cancel your MMC Service at any time by submitting to us an MMC Application Form with the service cancellation section completed. If you terminate your MMC Service with us part way through the then current billing month, you will be entitled to a pro rata refund of any monthly MMC Data Plan fees paid in advance for the remaining portion of the month following the effective date of your cancellation. You will still be billed in arrears for any excess data usage or pay-as-you-go data usage incurred up to the effective date of cancellation.
- 10.3 We may suspend your access to the MMC Service (or any part of it) immediately, if we believe on reasonable grounds that it is being used contrary to any section of these terms or your separate agreement with us.

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You will still be liable for all charges for the MMC Service during any period of suspension.

- 10.4 If you fail to comply with your obligations under these terms or your separate agreement with us, we may terminate your MMC Service on 30 days' prior written notice. Where your failure to comply materially affects us or any third party, we may terminate your MMC Service immediately.

## **Consequences of Termination**

- 10.5 On expiry or termination of your MMC Service for any reason:
- (a) you must immediately cease all use of the MMC Service; and
  - (b) ownership of the MMC Device, and entitlement to any remaining hardware warranty, transfers to you; and
  - (c) we will deactivate the MMC SIM installed in your MMC Device.