

## Business Performance Network (BPN)

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# Our Customer Terms

## Business Performance Network Section

Certain words are used with the specific meanings set out on page 20 and in [the General Terms of our Customer Terms](#).

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### 1 About the Business Performance Network section

#### Our Customer Terms

- 1.1 This is the Business Performance Network (**BPN**) section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

#### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the BPN section, then the BPN section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the BPN section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

#### References to our network

- 1.5 If any term of Our Customer Terms which is expressly incorporated refers to “our network”, “our public switched telephone network”, “Telstra Network” or anything similar, for the purposes of this Section those terms will be taken to also include a reference to the NBN and a reference to “service” in those terms will be taken to include a reference to NBN Services.

#### National Broadband Network (NBN)

- 1.6 If the NBN comes to your area, we may offer you BPN on the NBN and you may be required to transfer to the NBN. This may involve changes to the terms and conditions applicable to BPN. We'll let you know the details before any changes happen.

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### 2 About BPN

#### What is BPN?

- 2.1 BPN is not available to new customers on and from 5 December 2016.
- 2.2 BPN is a bundled data network service providing IP connectivity, with the following options as primary access types:
  - (a) BPN Managed DSL (underlying access using Connect IP DSL – Managed);
  - (b) BPN Ethernet Lite Managed (underlying access using Connect IP Ethernet Lite Managed);
  - (c) BPN Ethernet Lite Managed DCoS (underlying access using Connect IP Ethernet

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Lite Managed DCoS);

- (d) BPN Ethernet Managed DCoS (underlying access using Connect IP Ethernet managed DCoS – Single uplink);
- (e) BPN Ethernet Unmanaged (underlying access using Business IP DCoS – Single uplink); or
- (f) Next G Primary (underlying access using Connect IP Next G Primary managed service).

### 2.3 BPN bundle inclusions:

- (a) IP VAS Internet Gateway Standard package;
- (b) IP Wireless Port; and
- (c) Managed Radius – basic Authentication,

which cannot be removed as part of the BPN Service.

2.4 Each network site under a BPN bundle is a “**Site Service**” and the entire BPN service is your “**BPN Service**”.

2.5 In addition to the above primary access types, you may also apply for a Next G back up service as a service backup if your primary access fails (**Next G Back Up**). However, the availability of Next G Back Up service depends on your primary access type.

2.6 Each primary access type is further categorised as CBD, Metro, Urban or Regional Zone. The monthly costs and other charges will depend on the zoning of each Site Service. See clause 8.3 below for definitions.

2.7 Each BPN access type is provided on the terms and conditions set out under their respective sections of Our Customer Terms for the underlying access type as noted above in clause 2.1. See the Connect IP and Business IP sections of Our Customer Terms.

2.8 You cannot take up a BPN Service if you are an existing Telstra Connect IP or Telstra Business IP customer, or if you are a government that has access to discounts offered to government bodies. The BPN Service is only offered to Telstra Business customers.

2.9 BPN is not compatible with Telstra’s All-4-Biz offers.

### **What is IP VAS Internet Gateway Standard package?**

2.10 The IP VAS Internet Gateway Standard package provides IP Connectivity to the Internet at 50Mbps. An Internet access plan is not included in your BPN Service. You must separately sign up to an Internet access plan.

2.11 You acknowledge that you are responsible for providing us with information so that we can configure your IP VAS Internet Gateway Standard package. Once we have provided you with your IP VAS Internet Gateway Standard package, you will have the ability to

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change the configuration. You will be responsible for any changes to the configuration that you request or make.

- 2.12 A list of the features of the IP VAS Internet Gateway Standard package and the applicable terms and conditions, including charges, for the packages and features are set out in the [IP Solutions Section](#) of Our Customer Terms. However, note that the IP VAS Internet Gateway Standard package as part of a BPN Service does not include the Mail Anti-Virus, Mail Anti-Spam and Web Security Anti-Virus features.

### Availability

- 2.13 The BPN Service is available to our retail customers throughout Australia, if network infrastructure is available. The BPN service is not available to Telstra wholesale customers.
- 2.14 You acknowledge and agree that a Site Service Qualification Test will be undertaken in relation to the sites you nominate for the BPN Service and that the BPN Service will only be provisioned to the sites that qualify for the BPN Service.

### Minimum commitment

- 2.15 You have to take the BPN service for at least 36 months.

### Configuration

- 2.16 We will configure the BPN service in accordance with the network diagram designed by us.

### Network design

- 2.17 If we design your network service, then all intellectual property rights connected with the design of your network service, including any intellectual property rights relating to:
- (a) network diagrams;
  - (b) management IP addresses; and
  - (c) supplied equipment configurations,

remain with us at all times, and all information relating to the design of your network service, including the information identified in paragraphs (a) to (c), is our confidential information.

### Target provisioning time

- 2.18 We will aim, but we make no guarantees, to provision a new BPN Service involving standard installation and connection within the time periods for the underlying access type as set out in the respective sections under Our Customer Terms.
- 2.19 Inclusions of standard installation of a new BPN Service depend on the underlying access

type and are set out in the respective sections under Our Customer Terms.

- 2.20 Our standard installation is done during business hours. We may charge you an additional fee if you ask us to install your BPN Service outside of our standard installation.
- 2.21 You must provide us with sufficient and timely access to your site when we request access to install your BPN Service. If you do not provide us with sufficient and timely access, then:
- (a) we will not be able to install your BPN service;
  - (b) we will not be liable for any installation delays; and
  - (c) we may charge you for any reasonable costs incurred by us in rescheduling your site installation.
- 2.22 From time to time, you may need to perform the work described above in order to satisfy your obligations in relation to the supplied equipment. We will inform you if this additional work is required and you may ask us to perform this work for you at an additional charge that we will notify you of at the time you ask us to perform the work.
- 2.23 If you have not completed the additional work required and we have to reschedule your site installation, then we may charge you for any reasonable costs incurred by us.

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### 3 Supplied equipment

#### Equipment we will supply

- 3.1 We will supply you with Customer Premise Equipment (“CPE”) at each site that has an underlying access using Connect IP managed services (“**Supplied Equipment**”). Any Business IP underlying access type that is also unmanaged will not be supplied with a CPE.

#### Your obligations

- 3.2 The terms and conditions on which the Supplied Equipment is provisioned to you are set out in accordance with the respective Our Customer Term sections for Connect IP or Business IP, depending on the underlying access type.
- 3.3 Your obligations are also set out under the respective Our Customer Terms sections for Connect IP or Business IP, depending on the underlying access type.

#### Management services

- 3.4 If your Site Service has a managed underlying Connect IP access type, management services for that Site Service will be provisioned in accordance with the respective Our Customer Terms for Connect IP.

#### Additional management services

- 3.5 If you require any additional management services, you will need to contact your Telstra

representative for approval. Any additional management services approved by us will be provided in accordance with the respective Our Customer Terms for Connect IP.

### **Restricted topology service**

- 3.6 If you require a restricted topology service, you will need to contact your Telstra representative for approval. Any restricted topology service approved by us will be provided in accordance with the respective Our Customer Terms for Connect IP.

### **Multicast service**

- 3.7 If you require a multicast service, you will need to contact your Telstra representative for approval. Any multicast service approved by us will be provided in accordance with the respective Our Customer Terms for Connect IP.

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## **4 Service levels**

- 4.1 Any service levels and response and restoration target times are only indicative and we do not guarantee that we will meet these service levels.

### **Service Levels**

- 4.2 The service level for the underlying access type of your BPN Service is set out under the respective sections of Our Customer Terms for Connect IP or Business IP.

### **Response and restoration target times**

- 4.3 The response and restoration target times for the underlying access type of your BPN Service is set out under the respective sections of Our Customer Terms for Connect IP or Business IP.

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## **5 Fees and charges**

- 5.1 You agree to pay all the applicable fees and charges incurred in respect of your BPN service. Apart from the charges described below, the fees and charges for your BPN service are as set out in the Price List as notified to you.

- 5.2 **For ACT customers:** If your BPN service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to any BPN charges notified to you or set out below. See the [General Terms of Our Customer Terms for Small Business or Corporate customers](#) (and any other contractual arrangements you may have with us), whichever is applicable.

- 5.3 All fees and charges in this BPN Section and in the Price List are exclusive of GST unless otherwise stated.

### **Installation charge**

- 5.4 You will be charged the following installation charge for each Site Service:

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	Unmanaged	Managed
ADSL		\$150
Next G		\$250
Ethernet Lite (Managed)		\$1,500
Ethernet CBD Zone	\$10,000	\$11,000
Ethernet Metro Zone	\$12,000	\$13,000
Ethernet Urban Zone	\$15,000	\$16,500
Ethernet Regional Zone	\$20,000	\$22,000

### Changing site access types

- 5.5 You may increase the site access types at any time during the term of your contract without paying Early Termination Charges or upgrade charges.
- 5.6 You must pay the applicable fee as set out below if you decrease your site access type:

Site Service	Upgrade fee
BPN ADSL, Ethernet Lite(Managed) or Ethernet (Managed)	\$308 per site
BPN Ethernet (Unmanaged)	\$275 per site

### Fees for software reconfiguration changes

- 5.7 If you require any software reconfiguration changes, you will need to contact your Telstra representative for approval. Any software reconfiguration changes approved by us will be provided in accordance with the respective Our Customer Terms for Connect IP, this includes that you may be charged a fee

### Additional charges

- 5.8 You agree to pay a call out fee reflecting our costs incurred if:
- (a) we are requested to attend a site to attend to a fault condition at a time agreed with you and you fail to provide immediate access to the supplied equipment or the relevant site at that time; or
  - (b) you report a fault to us and request us to attend a site to repair that fault and we determine that there is no fault in the site service (for example, if the fault is caused by your equipment).

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## 6 Cancellation and termination

### Cancellation

- 6.1 Without limiting any of our rights, we may immediately cancel your BPN Service (or any part of it) if:
- (a) we are unable to enter the premises to inspect, repair or maintain a facility; or
  - (b) you fail to rectify any defect or inadequacy in a facility not owned or maintained

by us after being requested to do so by us.

### Early termination charge

- 6.2 You must pay the relevant early termination charge as set out below if you cancel your BPN service (or any part of it) before the expiry of the initial period for any reason other than:
- (a) a cancellation due to our breach;
  - (b) a cancellation by us without your default in accordance with the [General Terms of Our Customer Terms](#); or
  - (c) a cancellation under 6.1 above.

- 6.3 Early Termination Charges will be calculated as follows:

$$A \times B \times (25\%) + C$$

Where:

A = the monthly charges for that site up to the date of cancellation

B = the number of months (or part of a month) remaining in the contract term

C = the installation charge for that site as set out under clause 5.4 above.

- 6.4 The early termination charge is a genuine pre-estimate of the loss that we are likely to suffer.

### Return of supplied equipment

- 6.5 Upon the expiry, termination, cancellation, relocation or migration of your BPN Service that was accompanied by Supplied Equipment as set out under clause 3.1 above, we will collect and you must return to us the Supplied Equipment used to provide the relevant cancelled Connect IP service (or any part of it).
- 6.6 If you do not return the relevant supplied equipment to us when we come to collect the supplied equipment, and you do not, at your cost, return the relevant supplied equipment to us within 30 days of the date of expiry, termination, cancellation, relocation or migration, you must pay us any costs reasonably incurred by us in attempting to recover that supplied equipment and, if we are unable to recover that supplied equipment, the greater of the market value and the written down book value of that supplied equipment.

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## 7 Changes and additional services

- 7.1 You may make changes to your existing BPN service (including changes to the network diagram) by:
- (a) submitting a written change request to us; or

- (b) (only available for certain requests) making the changes yourself via the IP Solutions Customer On-line Management Facility, available at [www.telstra.com.au/ipsolutions](http://www.telstra.com.au/ipsolutions); or
- (c) Using the online change request tool.

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## 8 Special meanings

8.1 If you apply for a Connect IP service before 1 June 2012, the charges you pay for your service are based on the following zones, as defined in clause 8.3 below:

- (a) CBD;
- (b) Metropolitan area or Metro;
- (c) Regional area; and
- (d) Urban area.

8.2 If you apply for a Connect IP service on and from 1 June 2012, the charges you pay for your service are based on the zone advised to you when you apply for the service, and from time to time.

8.3 The following words have the following special meanings:

**ADSL** means asymmetrical digital subscriber line.

**Business** means the hours between 9:00am and 5.30pm on each business day.

**CBD** has the meaning set out in Part B – IP Networking Services of the IP Solutions section of Our Customer Terms.

**Ethernet** has the meaning given to it in the [Telstra IP Solutions section of Our Customer Terms](#).

**Ethernet Lite** has the meaning given to it in the [Ethernet Lite Section of Our Customer Terms](#).

**Metropolitan area** or **Metro** means the metropolitan areas of the following cities - Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.

**NBN Co** means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

**NBN** means the fibre network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any related body corporate of NBN Co) and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of services.

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**Network diagram** means the network diagram agreed between us and you (if any), as updated from time to time in accordance with these terms.

**Premises** means any land, building, structure, vehicle or vessel which is owned, leased or occupied by you, containing a facility or supplied equipment or any other part of the Service, or to which the Service is supplied.

**Price List** means the BPN price list as notified to you, including the BPN price list in Attachment A where applicable.

**Regional area** means those areas covered by our network infrastructure that are outside the metropolitan areas.

**Site** means the premises to which a site service is provided.

**Urban area** means an area with a population of at least 10,000.

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### Attachment A – Business Performance Network Price List

From 12 November 2018, this Price List applies to BPN services where your BPN Service Schedule has expired.

All prices in this Price List are GST exclusive.

#### BUSINESS PERFORMANCE NETWORK (BPN) – ADSL

MONTHLY SITE SERVICE FEE (PER SITE)		
Site Access Speed	Managed	Managed End to End DCoS
512/512	\$426	\$449
High Speed	\$437	N/A

#### BUSINESS PERFORMANCE NETWORK (BPN) – NEXT G PRIMARY

MONTHLY SITE SERVICE FEE (PER SITE)		
Site Access Speed	Managed	Managed End to End DCoS
Next G Primary	\$765	NA

#### BUSINESS PERFORMANCE NETWORK (BPN) – ETHERNET LITE MANAGED

MONTHLY SITE SERVICE FEE (PER SITE)				
Site Access Speed	CBD Zone	Metro Zone	Urban Zone	Regional Zone
1M	\$827	\$827	\$1,150	\$1,530
2M	\$1,142	\$1,142	\$1,576	\$2,312
3M	\$1,524	\$1,524	\$2,093	\$3,082
4M	\$1,762	\$1,762	\$2,427	\$3,577
5M	\$1,915	\$1,915	\$3,002	\$4,451
6M	\$2,011	\$2,011	\$3,393	\$5,037
8M	\$2,268	\$2,268	\$3,830	\$5,681
10M	\$2,479	\$2,479	\$4,083	\$6,141

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### BUSINESS PERFORMANCE NETWORK (BPN) – ETHERNET LITE MANAGED END TO END DCOS

Monthly Site Service Fee (per site)				
Site Access Speed	CBD Zone	Metro Zone	Urban Zone	Regional Zone
1M	\$912	\$912	\$1,242	\$1,656
2M	\$1,276	\$1,276	\$1,714	\$2,507
3M	\$1,686	\$1,686	\$2,266	\$3,335
4M	\$1,953	\$1,953	\$2,611	\$3,853
5M	\$2,173	\$2,173	\$3,128	\$4,635
6M	\$2,317	\$2,317	\$3,473	\$5,152
8M	\$2,679	\$2,679	\$3,956	\$5,877
10M	\$2,936	\$2,936	\$4,543	\$6,820

### BUSINESS PERFORMANCE NETWORK (BPN) – ETHERNET MANAGED END TO END DCOS

MONTHLY SITE SERVICE FEE (PER SITE)				
Site Access Speed	CBD Zone	Metro Zone	Urban Zone	Regional Zone
2M	\$1,354	\$1,463	\$3,496	\$5,716
4M	\$1,846	\$2,019	\$4,244	\$6,981
6M	\$2,386	\$2,511	\$4,543	\$7,475
8M	\$2,793	\$3,004	\$5,164	\$8,499
10M	\$3,239	\$3,410	\$6,072	\$10,028
20M	\$4,177	\$4,521	\$8,660	\$14,352
30M	\$4,499	\$4,790	\$10,756	\$17,858
40M	\$5,334	\$6,033	\$12,852	\$21,358
50M	\$5,960	\$6,455	\$15,299	\$25,450
60M	\$6,458	\$6,973	\$17,518	\$29,160

### BUSINESS PERFORMANCE NETWORK (BPN) – ETHERNET UNMANAGED

MONTHLY SITE SERVICE FEE (PER SITE)				
Site Access Speed	CBD Zone	Metro Zone	Urban Zone	Regional Zone
30M	\$4,391	\$4,682	\$10,571	\$17,594
40M	\$5,266	\$5,925	\$12,665	\$21,096
50M	\$5,852	\$6,346	\$15,114	\$25,188
60M	\$6,348	\$6,864	\$17,333	\$28,898
70M	\$6,704	\$7,245	\$19,234	\$32,076



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80M	\$7,049	\$7,603	\$21,032	\$35,081
90M	\$7,333	\$7,906	\$22,846	\$38,115
100M	\$7,544	\$8,167	\$24,466	\$40,822

### TELSTRA CONNECT IP – CIP NEXT G™ BACK UP SERVICE

MONTHLY FEES (PER SITE)	
Monthly Back Up fee	\$60