# Part E – IP Solutions (non-current plans)

### Contents

Click on the section that you are interested in.

1	About this Part Our Customer Terms	3
_		
2	Old Value Added Services (no longer available)	
	IP CONNECTIVITY TO YOUR HOSTING SERVICES	
	What is IP connectivity to your hosting services?	Ş
	Speed	2
	Availability Hosting terms	2
	Charges	2
	MESSENGER	
	What is Messenger?	
	Availability	
	Connection charge	_
	Monthly charge	
	Additional mailbox storage	Ę
	Additional traffic from Internet	Ę
	Software	é
	IP CONNECTIVITY TO INTERNET DIRECT	6
	What is IP connectivity to Internet Direct?	6
	Speed	6
	Availability	6
	Terms	6
	Connection charge	6
	Monthly charge	
	SECURE IP ROAMING	3
	What is Secure IP Roaming?	{ { ; ;
	Availability	3
	Connection charge	3
	Monthly charge	ç
	VIRUS SCANNING (SMTP)	9
	What is Virus Scanning (SMTP)?	
	Connection charge	10
	Monthly charge	10
	FIREWALLS	10
	What are Firewalls?	10
	Connection charge	11 11
	Monthly charge ENHANCED FIREWALL FEATURES	1
	LINI IANGLU I INLIVALLI LA I UNLO	



# Part E – IP Solutions (non-current plans)

what is Enhanced Firewall Features?	11
Availability	12
Connection charge	12
Monthly charge	12
Virus Scanning (HTTP, FTP, SMTP)	13
Content Filtering (HTTP, HTTPS, FTP and SMTP)	13
Individual Authentication to the Internet	14
What is Internet Usage Reporting?	14
Availability	14
Annual Charge	15
Existing Virus Scanning and Content Filtering customers	15
DIGITAL CERTIFICATES	16
What are Digital Certificates?	16
Availability	16
Connection and monthly charges	16
Connection charge – without a smart card	16
Monthly charge – without a smart card	17
Connection charge – with a smart card	17
Monthly charge – with a smart card	18
SMART CARDS	18
What are Smart Cards?	18
Availability	18
Who owns Smart Cards?	19
Connection charge	19
Monthly charge	20
Replacing smart cards	20
EXTRANET	21
What is Extranet?	21
Connection charge	21
Monthly charge	21
Interconnect charge	22

3 Customer Select Assurance for IP Solutions (no longer available) 22



## Part E – IP Solutions (non-current plans)

Certain words are used with the specific meanings set out in Part A – General or in the General Terms of our Customer Terms.

### 1 About this Part

#### **Our Customer Terms**

- 1.1 This is Part E IP Solution (non-current plans) of the Internet Solutions section of Our Customer Terms. This section sets out plans or pricing which are not applicable to customers who apply for the specified services after the dates set out in this section.
- 1.2 The other sections of Our Customer Terms apply to the services set out in this section, unless you have entered into a separate agreement with us which excludes any of Our Customer Terms.

### 2 Old Value Added Services (no longer available)

- 2.1 The value added services set out this section were withdrawn from sale for new customers on and from 7 June 2007.
- 2.2 The ability to make adds, moves and changes to a value added service in this section was withdrawn on and from 21 February 2008.
- 2.3 On and from 30 June 2009, the value added services in this section will only be available to you if:
  - (a) you signed up for the value added services in this section on or after 1 November 2006 and shall remain available until the end of your current agreement with us; and
  - (b) we received your application to migrate your current value added services to one or more the value added services set out above prior to 30 June 2009 and we have contacted you to arrange a migration date. In which case, the value added services below shall remain available to you until the date we migrate your service.

#### IP CONNECTIVITY TO YOUR HOSTING SERVICES

### What is IP connectivity to your hosting services?

2.4 IP connectivity to your hosting services connects your IP Networking Service to your Dedicated Hosting, Custom Hosting, Colocation or Messenger services with us.



## **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

### **Speed**

2.5 We choose the speed of the connection between your IP Networking Service and your Dedicated Hosting, Custom Hosting, Colocation or Messenger services.

### **Availability**

2.6 To get IP Connectivity to your hosting services, you also have to have a Dedicated Hosting, Custom Hosting, Colocation or Messenger services from us.

### **Hosting terms**

2.7 We provide Dedicated Hosting, Custom Hosting and Colocation services on the terms (including pricing) set out <u>in Part A - Hosting Services of the Hosting section of Our Customer Terms</u> and a Business Services Agreement that includes the relevant Hosting Services Schedules.

#### **Charges**

2.8 No additional fees or charges apply to connect your IP Networking Service and your Dedicated Hosting, Custom Hosting, Colocation or Messenger services.

### **MESSENGER**

#### What is Messenger?

- 2.9 Messenger is an email platform with access to the number of mailboxes you nominate. We only provide mailboxes in blocks of 25.
- 2.10 Messenger also includes calendar and scheduling functionality and Virus Scanning (SMTP).

#### **Availability**

2.11 In order to get Messenger, you also have to have IP connectivity to your hosting services.

### **Connection charge**

2.12 We charge you the following connection charge for each IP Networking Service connected to the Messenger server:

Connection charge	GST excl.
Each IP Networking Service	\$2,000.00



# Part E – IP Solutions (non-current plans)

### Monthly charge

2.13 We charge you the following monthly charge for each mailbox:

Monthly charge	GST excl.
25-49 mailboxes (per 15MB mailbox)	\$8.50
50-74 mailboxes (per 15MB mailbox)	\$7.50
75-99 mailboxes (per 15MB mailbox)	\$6.50
Greater than or equal to 100 mailboxes (per 15MB mailbox)	\$5.00

- 2.14 The monthly charges include:
  - (a) a maximum monthly storage capacity equal to 15MB multiplied by the number of mailboxes; and
  - (b) if the Messenger server is connected to the Internet, a maximum monthly volume of traffic from the Internet equal to 5MB multiplied by the number of mailboxes.

### Additional mailbox storage

2.15 We charge you the following additional mailbox storage charge if your total server storage exceeds the maximum monthly storage capacity at any time during the month:

Additional mailbox storage charge	GST excl.
Per MB per month	\$1.00

#### **Additional traffic from Internet**

2.16 We charge you the following additional traffic from Internet charge if the total traffic you receive from the Internet during a month exceeds the maximum monthly volume of traffic:

Additional traffic from Internet charge	GST excl.
Per MB per month	\$0.22



## **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

#### Software

- 2.17 If we provide you with (or let you access) any software as part of Messenger, you:
  - (a) must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the software or that appear during its use; or
  - (b) can only reverse engineer, decompile, or disassemble the software, to the extent that applicable law expressly permits such activity.

#### IP CONNECTIVITY TO INTERNET DIRECT

#### What is IP connectivity to Internet Direct?

- 2.18 IP connectivity to Internet Direct connects your IP Networking Service to your Internet Direct service via a business firewall.
- 2.19 Each IP connectivity to Internet Direct service is comprised of:
  - (a) a port; and
  - (b) a business firewall.

### Speed

2.20 You and we agree the speed of the connection between your IP Networking Service and your Internet Direct service.

### **Availability**

2.21 To get IP connectivity to Internet Direct, you also have to have an Internet Direct service with us.

#### **Terms**

2.22 We provide Internet Direct services on the terms (including pricing) set out in <u>the Internet</u> Direct section of Our Customer Terms.

### **Connection charge**

2.23 We charge you the following connection charge for each connection from an IP Networking Service to Internet Direct:

Connection charge	GST excl.
Per connection	\$100.00



# **IP Solutions Section**

Part E – IP Solutions (non-current plans)

### Monthly charge

2.24 We charge you the following monthly charge for each connection from an IP Networking Service to Internet Direct:

Monthly charge (per connection)			
Speed	GST excl.	Speed	GST excl.
16 kbit/s	\$416.00	12 Mbit/s	\$2,851.00
24 kbit/s	\$417.00	13 Mbit/s	\$3,037.00
32 kbit/s	\$417.00	14 Mbit/s	\$3,223.00
48 kbit/s	\$418.00	15 Mbit/s	\$3,400.00
64 kbit/s	\$418.00	16 Mbit/s	\$3,574.00
96 kbit/s	\$419.00	17 Mbit/s	\$3,770.00
128 kbit/s	\$445.00	18 Mbit/s	\$3,966.00
192 kbit/s	\$468.00	19 Mbit/s	\$4,162.00
256 kbit/s	\$489.00	20 Mbit/s	\$4,357.00
384 kbit/s	\$531.00	21 Mbit/s	\$4,552.00
512 kbit/s	\$567.00	22 Mbit/s	\$4,747.00
768 kbit/s	\$628.00	23 Mbit/s	\$4,941.00
1 Mbit/s	\$669.00	24 Mbit/s	\$5,135.00
1.6 Mbit/s	\$857.00	25 Mbit/s	\$5,329.00
2 Mbit/s	\$892.00	26 Mbit/s	\$5,522.00
3 Mbit/s	\$1,115.00	27 Mbit/s	\$5,715.00
4 Mbit/s	\$1,343.00	28 Mbit/s	\$5,908.00
5 Mbit/s	\$1,541.00	29 Mbit/s	\$6,100.00
6 Mbit/s	\$1,735.00	30 Mbit/s	\$6,292.00
7 Mbit/s	\$1,921.00	31 Mbit/s	\$6,484.00



# **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

Monthly charge (per connection)			
Speed	GST excl.	Speed	GST excl.
8 Mbit/s	\$2,123.00	32 Mbit/s	\$6,675.00
9 Mbit/s	\$2,302.00	33 Mbit/s	\$6,867.00
10 Mbit/s	\$2,466.00	34 Mbit/s	\$7,057.00
11 Mbit/s	\$2,661.00		

#### **SECURE IP ROAMING**

### What is Secure IP Roaming?

- 2.25 Secure IP Roaming allows end users to access your IP Networking Services via your Internet Direct service using client software and tunnelling technology.
- 2.26 The maximum number of end users who can concurrently access your IP Networking Services using Secure IP Roaming cannot exceed the number of tunnels you and we agree. We only provide tunnels in blocks of 25.

### **Availability**

2.27 To get Secure IP Roaming, you also have to have IP Connectivity to Internet Direct at a minimum speed of 64 kbit/s.

### **Connection charge**

2.28 We charge you the following connection charge:

Connection charge	GST excl.
25 tunnels	\$375.00
50 tunnels	\$750.00
75 tunnels	\$1,125.00
100 tunnels	\$1,500.00
Greater than 100 tunnels (per block of 25 tunnels)	\$375.00



## **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

#### Monthly charge

2.29 We charge you the following monthly charge:

Monthly charge	GST excl.
25 tunnels	\$677.08
50 tunnels	\$729.17
75 tunnels	\$781.25
100 tunnels	\$833.33
Greater than 100 tunnels (per block of 25 tunnels)	\$208.33

### **VIRUS SCANNING (SMTP)**

### What is Virus Scanning (SMTP)?

- 2.30 Virus Scanning (SMTP) involves the use of commercially available virus scanning software to scan certain Simple Mail Transfer Protocol (SMTP) traffic for viruses the software recognises.
- 2.31 The virus scanning software is configured to:
  - (a) repair infected attachments (if the virus scanning software can detect the virus and repair the infected attachment) and email the sender telling them that the attachment has been repaired and that the email and repaired attachment have been sent to the recipient;
  - (b) quarantine infected attachments (if the virus scanning software can detect the virus and remove the infected attachment but cannot repair it) and email the sender telling them that the attachment has been quarantined and that the email has been sent to the recipient without the attachment; and
  - (c) delete quarantined attachments 14 days after they are placed into quarantine (we do nothing with quarantined attachments except delete them).
- 2.32 The virus scanning software does not scan attachments that it cannot read or open (for example, zip files or encrypted files in which the content cannot be read without the appropriate decryption device).
- 2.33 Our charges are based on the number of users that send or receive traffic that passes through the Virus Scanning (STMP) service. You have to tell us the initial number of



# **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

users and any change to the number of users. We only provide Virus Scanning (STMP) in blocks of 25 users.

### **Connection charge**

2.34 We charge you the following connection charge:

Connection charge	GST excl.
25 users	\$375.00
50 users	\$750.00
75 users	\$1,125.00
100 users	\$1,500.00
Greater than 100 users (per block of 25 tunnels)	\$375.00

### Monthly charge

2.35 We charge you the following monthly charge:

Monthly charge	GST excl.
25 users	\$37.50
50 users	\$70.83
75 users	\$100.00
100 users	\$125.00
Greater than 100 users (per block of 25 tunnels)	\$31.25

### **FIREWALLS**

#### What are Firewalls?

- 2.36 Firewalls provide an IP Networking Service with firewall functionality.
- 2.37 There are two types of firewall:
  - (a) residential firewalls we use firewall systems to apply a firewall policy to your IP Networking Service data (residential firewalls do not support the hosting of



# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

content servers); and

- (b) business firewalls we use firewall systems to apply a firewall policy to your IP Networking Service data (business firewalls support the hosting of content servers).
- 2.38 The types of firewall policies that you can apply are based on the functionality the firewall systems provide.
- 2.39 We do not manage or monitor the firewalls.

### **Connection charge**

2.40 We charge you the following connection charge:

Connection charge	GST excl.	
Per residential firewall	\$100.00	
Per business firewall	\$210.00	

### Monthly charge

2.41 We charge you the following monthly charge:

Monthly charge	GST excl.	
Per residential firewall	\$50.00	
Per business firewall	\$388.33	

#### **ENHANCED FIREWALL FEATURES**

### What is Enhanced Firewall Features?

- 2.42 Enhanced Firewall Features is comprised of:
  - (a) Virus Scanning (HTTP, FTP, SMTP);
  - (b) Content Filtering;
  - (c) Individual Authentication to the Internet; and



# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

(d) Internet Usage Reporting (additional charges apply for this feature).

### **Availability**

- 2.43 To get Enhanced Firewall Features, you also have to have IP connectivity to Internet Direct.
- 2.44 Our charges are based on the number of users that have access to the Internet via IP connectivity to Internet Direct. You have to tell us the initial number of users and any change to the number of users.

### **Connection charge**

2.45 We charge you the following connection charge for Enhanced Firewall Features:

Connection charge	GST excl.
100 users	\$5,000.00
500 users	\$25,000.00
1000 users	\$50,000.00
Greater than 100 users but less than 500 users (per block of 50 users)	\$2,500.00
Greater than 500 users but less than 1000 users (per block of 100 users)	\$5,000.00
Greater than 1000 users (per block of 250 users)	\$12,500.00

### Monthly charge

2.46 We charge you the following monthly charge for Enhanced Firewall Features:

Monthly charge	GST excl.
100 users	\$791.67
500 users	\$2,916.67
1000 users	\$3,333.33
Greater than 100 users but less than 500 users (per block of 50 users)	\$395.83



## **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

Monthly charge	GST excl.
Greater than 500 users but less than 1000 users (per block of 100 users)	\$583.33
Greater than 1000 users (per block of 250 users)	\$833.33

### **Virus Scanning (HTTP, FTP, SMTP)**

- 2.47 Virus Scanning (HTTP, FTP, SMTP) involves the use of commercially available virus scanning software to scan certain Internet (HTTP), File Transfer Protocol (FTP) or Simple Mail Transfer Protocol (SMTP) traffic for viruses the software recognises.
- 2.48 The virus scanning software is configured to:
  - (a) repair infected attachments (if the virus scanning software can detect the virus and repair the infected attachment) and email the sender telling them that the attachment has been repaired and that the email and repaired attachment have been sent to the recipient;
  - (b) quarantine infected attachments (if the virus scanning software can detect the virus and remove the infected attachment but cannot repair it) and email the sender telling them that the attachment has been quarantined and that the email has been sent to the recipient without the attachment; and
  - (c) delete quarantined attachments 14 days after they are placed into quarantine (we do nothing with quarantined attachments except delete them).
- 2.49 The virus scanning software does not scan attachments that it cannot read or open (for example, zip files or encrypted files in which the content cannot be read without the appropriate decryption device).

#### **Content Filtering (HTTP, HTTPS, FTP and SMTP)**

- 2.50 Content Filtering provides an IP Networking Service with filtering functionality for Internet (HTTP and HTTPS), File Transfer Protocol (FTP) and Simple Mail Transfer Protocol (SMTP) traffic.
- 2.51 We use commercially available content filtering software to restrict users from accessing certain Internet addresses and from receiving certain email traffic.
- 2.52 The types of filtering that can be performed are based on the functionality the content filtering software provides.



## Part E – IP Solutions (non-current plans)

- 2.53 You and we agree a configuration for the content filtering software.
- 2.54 We charge you the following charge if you request us to change the configuration.

For example, if you request us to include an additional Internet address to the list of restricted Internet addresses, or if you request us to delete an address from the list of addresses.

Adds/moves/changes charge	GST excl.
Per change request	\$100.00

#### **Individual Authentication to the Internet**

- 2.55 Individual Authentication to the Internet provides an IP Networking Service with access to an authentication server that can be used to authenticate a user's access to the Internet when the user tries to access the Internet via that IP Networking Service.
- 2.56 You must provide us with initial authentication information (including user names and passwords) for each user who is authorised to access the Internet via the IP Networking Service. You can ask us to change the authentication information from time to time.
- 2.57 You must verify that your authentication change requests have been performed.
- 2.58 We charge you the following charge if you ask us to change any authentication information.

For example, if you ask us to include an additional user name, or if you ask us to change a password for an existing user name.

Adds/moves/changes charge	GST excl.
Per change request	\$100.00

### What is Internet Usage Reporting?

2.59 If you request for Internet Usage Reporting, then we will provide to you a report detailing Internet usage for each of your identified users. We will identify a user through the Individual Authentication to the Internet feature described above. Reported Internet usage reflects Internet usage via IP Connectivity to Internet Direct.

#### **Availability**

2.60 In order to obtain Internet Usage Reporting, you must obtain the Enhanced Firewall



# **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

Features. You must obtain Internet Usage Reporting for all users that have access to the Internet via IP Connectivity to Internet Direct.

2.61 The usage set out in an Internet Usage Reporting report may not necessarily be the same as the total reported Internet usage through IP Connectivity to Internet Direct.

### **Annual Charge**

2.62 We will charge you the following annual charge for Internet Usage Reporting.

Annual charge	GST excl.
per user	\$10.00

### **Existing Virus Scanning and Content Filtering customers**

2.63 If you were a Virus Scanning (HTTP, FTP, SMTP) and Content Filtering customer as at 12 December 2003, we continue to charge you the following charges for Virus Scanning (HTTP, FTP, SMTP) and Content Filtering:

Existing Virus Scanning	Connection change	Monthly charge
	(GST excl.)	(GST excl.)
25 users	\$375.00	\$43.75
50 users	\$750.00	\$83.33
75 users	\$1,125.00	\$118.75
100 users	\$1,500.00	\$150.00
Greater than 100 users (per block of 25 users)	\$375.00	\$31.25

Content Filtering charges	Connection change	Monthly charge
	(GST excl.)	(GST excl.)
25 users	\$375.00	\$43.75
50 users	\$750.00	\$83.33



## **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

Content Filtering charges	Connection change	Monthly charge
	(GST excl.)	(GST excl.)
75 users	\$1,125.00	\$118.75
100 users	\$1,500.00	\$150.00
Greater than 100 users (per block of 25 users)	\$450.00	\$37.50

#### **DIGITAL CERTIFICATES**

### What are Digital Certificates?

- 2.64 For Digital Certificates we provide you with:
  - (a) digital certificates; and
  - (b) a method of authenticating an end user's access to your sites via your Internet Direct service using the digital certificates.
- 2.65 You must not make any of your digital certificates available to anyone other than us. You must only use your digital certificate for authenticating users of Secure IP Roaming.

#### **Availability**

- 2.66 To get Digital Certificates, you also have to have Secure IP Roaming.
- 2.67 We only provide Digital Certificates in blocks of 25.

#### **Connection and monthly charges**

2.68 What we charge for a digital certificate depends on whether you use that digital certificate with a smart card that you have obtained from us.

#### Connection charge - without a smart card

2.69 We charge you the following connection charge while you are using a digital certificate without a smart card that we provided:

Connection charge	GST excl.
25 digital certificates	\$5,500.00



# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

Connection charge	GST excl.
50 digital certificates	\$7,000.00
75 digital certificates	\$8,500.00
100 digital certificates	\$10,000.00
Greater than 100 digital certificates (per block of 25 digital certificates)	\$1,500.00

### Monthly charge - without a smart card

2.70 We charge you the following monthly charge while you are using a digital certificate without a smart card that we provided:

Monthly charge	GST excl.
25 digital certificates	\$208.33
50 digital certificates	\$375.00
75 digital certificates	\$500.00
100 digital certificates	\$583.33
Greater than 100 digital certificates (per block of 25 digital certificates)	\$83.33

### Connection charge - with a smart card

2.71 We charge you the following connection charge while you are using a digital certificate with a smart card that we provided:

Connection charge	GST excl.
25 digital certificates and 25 smart cards	\$9,000.00
50 digital certificates and 50 smart cards	\$11,500.00
75 digital certificates and 75 smart cards	\$14,000.00
100 digital certificates and 100 smart cards	\$16,500.00



## **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

Connection charge	GST excl.
Greater than 100 digital certificates and 100 smart cards (per block of 25 digital certificates and 25 smart cards)	\$2,500.00

### Monthly charge - with a smart card

2.72 We charge you the following monthly charge while you are using a digital certificate with a smart card that we provided:

Monthly charge	GST excl.
25 digital certificates and 25 smart cards	\$250.00
50 digital certificates and 50 smart cards	\$416.67
75 digital certificates and 75 smart cards	\$541.67
100 digital certificates and 100 smart cards	\$625.00
Greater than 100 digital certificates and 100 smart cards (per block of 25 digital certificates and 25 smart cards)	\$83.33

### **SMART CARDS**

#### What are Smart Cards?

- 2.73 For Smart Cards we provide you with:
  - (a) a smart card kit, which includes a smart card, desktop card reader, and related software; and
  - (b) a method of authenticating an end user's access to your sites via your Internet Direct service using the smart card.
- 2.74 We may provide you with software that is licensed to you by a third party.
- 2.75 You must not make any of your smart cards available to anyone other than us. You must only use your smart cards for authenticating users of Secure IP Roaming.

### **Availability**

2.76 To get Smart Cards, you also have to have Secure IP Roaming and you must have a



# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

digital certificate that we provided for each smart card.

2.77 We only provide Smart Cards in blocks of 25.

#### Who owns Smart Cards?

- 2.78 We own the smart card kit. You must return the smart card kit to us in good working order within seven days after your Smart Cards service ends.
- 2.79 We can repossess the smart card kit if you:
  - (a) materially breach your agreement with us relating to your Smart Cards or in our reasonable opinion are about to materially breach it; or
  - (b) fail to pay us for the Smart Cards within seven days of payment becoming due.
- 2.80 You grant us (and our authorised agents) an irrevocable licence to enter your premises in order to repossess the smart card kits.

### **Connection charge**

- 2.81 The connection charge depends upon whether we provided a smart card at the same time as we provided a digital certificate for it.
- 2.82 We charge you the following connection charge if we provide a smart card at the same time as we provide a digital certificate for it:

Connection charge	GST excl.
25 digital certificates and 25 smart cards	\$9,000.00
50 digital certificates and 50 smart cards	\$11,500.00
75 digital certificates and 75 smart cards	\$14,000.00
100 digital certificates and 100 smart cards	\$16,500.00
Greater than 100 digital certificates and 100 smart cards (per block of 25 digital certificates and 25 smart cards)	\$2,500.00

2.83 We charge you the following connection charge if we provide a smart card and we do not provide a digital certificate for it at the same time:

Connection charge GST excl.	
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# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

Connection charge	GST excl.
25 smart cards	\$4,000.00
50 smart cards	\$6,000.00
75 smart cards	\$8,000.00
100 smart cards	\$10,000.00
Greater than 100 smart cards (per block of 25 smart cards)	\$2,000.00

### Monthly charge

2.84 We charge you the following monthly charge:

Monthly charge	GST excl.
25 digital certificates and 25 smart cards	\$250.00
50 digital certificates and 50 smart cards	\$416.67
75 digital certificates and 75 smart cards	\$541.67
100 digital certificates and 100 smart cards	\$625.00
Greater than 100 digital certificates and greater than 100 smart cards (per block of 25 digital certificates and 25 smart cards)	\$83.33

### Replacing smart cards

2.85 If you misplace a smart card, then you can buy additional smart cards in blocks of 10. We charge you the following charge for the additional smart cards:

Card replacement	GST excl.
10 smart cards	\$500.00



## **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

#### **EXTRANET**

#### What is Extranet?

- 2.86 An Extranet is a connection between your IP Networking Service and another customer's IP Networking Service ("other customer").
- 2.87 An Extranet is comprised of:
  - (a) two ports, one for each IP Networking Service;
  - (b) two business firewalls, one for each IP Networking Service; and
  - (c) a connection between the two IP Networking Services at the speed agreed by you and us.
- 2.88 We only agree to provide an Extranet if we and the other customer have entered into an agreement relating to the connection of the two IP Networking Services.

### **Connection charge**

2.89 We charge you and the other customer the following connection charge for each connection:

Connection charge	GST excl.
Per customer per connection	\$210.00

#### Monthly charge

2.90 We charge you and the other customer the following monthly charge for each connection:

Monthly charge (per customer per connection)			
Speed	GST excl.	Speed	GST excl.
64 kbit/s	\$391.33	14 Mbit/s	\$923.33
96 kbit/s	\$392.33	15 Mbit/s	\$961.33
128 kbit/s	\$393.33	16 Mbit/s	\$999.33
192 kbit/s	\$396.33	17 Mbit/s	\$1,038.33



# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

Monthly charge (per customer per connection)			
Speed	GST excl.	Speed	GST excl.
256 kbit/s	\$398.33	18 Mbit/s	\$1,076.33
384 kbit/s	\$403.33	19 Mbit/s	\$1,114.33
512 kbit/s	\$408.33	20 Mbit/s	\$1,152.33
768 kbit/s	\$417.33	21 Mbit/s	\$1,190.33
1 Mbit/s	\$427.33	22 Mbit/s	\$1,228.33
1.6 Mbit/s	\$448.33	23 Mbit/s	\$1,267.33
2 Mbit/s	\$465.33	24 Mbit/s	\$1,305.33
3 Mbit/s	\$503.33	25 Mbit/s	\$1,343.33
4 Mbit/s	\$541.33	26 Mbit/s	\$1,381.33
5 Mbit/s	\$579.33	27 Mbit/s	\$1,419.33
6 Mbit/s	\$618.33	28 Mbit/s	\$1,458.33
7 Mbit/s	\$656.33	29 Mbit/s	\$1,496.33
8 Mbit/s	\$694.33	30 Mbit/s	\$1,534.33
9 Mbit/s	\$732.33	31 Mbit/s	\$1,572.33
10 Mbit/s	\$770.33	32 Mbit/s	\$1,610.33
11 Mbit/s	\$808.33	33 Mbit/s	\$1,648.33
12 Mbit/s	\$847.33	34 Mbit/s	\$1,687.33
13 Mbit/s	\$885.33		

### Interconnect charge

2.91 We charge you and the other customer the interconnect charges (set out in Part A – General of the IP Solutions section of Our Customer Terms) for each connection if your IP Networking Service is an IP MAN and it is not connected to an IP WAN.

## 3 Customer Select Assurance for IP Solutions (no longer



## **IP Solutions Section**

### Part E – IP Solutions (non-current plans)

### available)

### Scope

- 3.1 Customer Select Assurance was withdrawn from sale for new customers with IP Solutions on and from 30 May 2014.
- 3.2 The target Service Assurance Restoration levels cover:
  - (a) response times;
  - (b) restoration targets;
  - (c) status reports; and
  - (d) follow up reports.
- 3.3 We use reasonable commercial efforts to meet the service assurance levels.

### Response times, restoration targets and reports

- Our response time is the period commencing when a valid service fault report is received by us and ending on the first to occur of:
  - (a) when we tell you that the fault has been identified by remote diagnostics and that work has commenced to identify the fault;
  - (b) when we tell you that a site visit is required; or
  - (c) when one of our representatives attends the site.

We exclude any hours during that period that are outside the coverage period.

- 3.5 Our restoration time is the period commencing when a valid service fault report is received by us and ending on the first to occur of:
  - (a) the service is returned to full working order; or
  - (b) a temporary repair is performed which allows the service to be used.

We exclude any hours during that period, which are outside the coverage period.

- 3.6 A status report is:
  - (a) advice that the relevant service difficulty has been identified as our responsibility by remote diagnostics and action is commenced to resolve it;



# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

- (b) advice that a site visit is required; or
- (c) advice regarding the progress on correcting the relevant service difficulty and the likely time at which the difficulty will be resolved.
- 3.7 A follow up report is a report that provides our advice as to the outcome of correcting a service difficulty.
- 3.8 The Customer Select Assurance Table sets out the different customer select assurance levels.

### **Customer Select Assurance Table**

CUSTOMER SELECT ASSURANCE LEVELS	COVERAGE PERIOD	STATUS REPORT	FOLLOW UP REPORT	RESTORATION TARGET FOR URBAN AREAS
Express 2 Plus	24 hours, 7 days per week (incl. public holidays)	15 mins	60 mins	2 hours
Express 2	7am-9pm Monday to Saturday (incl. public holidays)	15 mins	60 mins	2 hours
Express 4 Plus	24 hours, 7 days per week (incl. public holidays)	15 mins	60 mins	4 hours
Express 4	7am-9pm Monday to Saturday (incl. public holidays)	15 mins	60 mins	4 hours
Express 6 Plus	24 hours, 7 days per week (incl. public holidays)	30 mins	90 mins	6 hours
Express 6	7am-9pm Monday to Saturday (incl. public holidays)	30 mins	90 mins	6 hours
Express 8 Plus	24 hours, 7 days per week (incl. public holidays)	60 mins	120 mins	8 hours
Express 8	7am-9pm Monday to Saturday (incl. public holidays)	60 mins	120 mins	8 hours
Business Plus	24 hours, 7 days per week (incl. public holidays)	60 mins	120 mins	12 hours
Business	7am-9pm Monday to Saturday (incl. public holidays)	120 mins	120 mins	12 hours



## **IP Solutions Section**

### Part E – IP Solutions (non-current plans)

- 3.9 Our restoration targets may depend on us being able to remotely diagnose and restore a fault from within our systems. The restoration target for rural areas is the restoration target for urban areas plus an additional day.
- 3.10 You acknowledge that all enhanced service levels must be approved by us.

#### IP MAN -customer select assurance levels

- 3.11 The standard service assurance level for IP MAN is Business Plus.
- 3.12 The enhanced service assurance levels available for IP MAN in urban areas are Express 8 Plus, Express 6 Plus, Express 4 Plus and Express 2 Plus.

#### IP WAN - customer select assurance levels

- 3.13 The standard service assurance level for IP WAN is Business Plus.
- 3.14 If you are getting an access service into IP WAN (for example Hyperconnect (ADSL), Frame Relay, ATM, Basic Telephone Service (PSTN), ISDN, Ethernet Lite or our Iterra Digital satellite) your enhanced service assurance level for IP WAN must have at least the equivalent restoration target that the enhanced service assurance level of your access service has.

For example: if you have Express 8 on your Ethernet Lite access service into IP WAN, then your enhanced service assurance level for IP WAN must be at least Express 8 Plus (because Express 8 and Express 8 Plus have the same restoration targets)

- 3.15 Provided that your enhanced service assurance level for IP WAN has at least the equivalent restoration target that the enhanced service assurance level of your access service, the enhanced service assurance levels available for IP WAN are:
  - (a) in urban areas are Express 8 Plus, Express 6 Plus and Express 4 Plus;
  - (b) in rural areas are Business and Express 8.

#### IP Wireless - customer select assurance levels

3.16 There are no standard or enhanced service assurance levels for IP Wireless.

### Trans Tasman IP- customer select assurance levels

3.17 There are no standard or enhanced service assurance levels for New Zealand IP Networks.

### Charges for enhanced customer select assurance levels

3.18 If you choose to upgrade your standard customer select assurance level to an enhanced customer select assurance level you must pay the fees outlined in this section.



# **IP Solutions Section**

# Part E – IP Solutions (non-current plans)

### 3.19 You can either:

- (a) pay a fixed monthly charge for an enhanced customer select assurance level, which applies to all events during that month; or
- (b) pay a monthly charge for an enhanced customer select assurance level plus a per event charge for each fault.
- 3.20 We charge the following where you choose the fixed monthly charge option:

ENHANCED CUSTOMER SELECT ASSURANCE LEVEL – FIXED MONTHLY CHARGE OPTION	GST EXCL.
Express 2 Plus	\$100.00
Express 2	\$58.75
Express 4 Plus	\$75.00
Express 4	\$40.00
Express 6 Plus	\$65.00
Express 6	\$32.50
Express 8 Plus	\$55.00
Express 8	\$25.00
Business Plus	\$40.00
Business	Nil

3.21 We charge the following monthly charge when you choose the pay per event option, plus the following per event charge for each fault.

ENHANCED CUSTOMER SELECT ASSURANCE LEVEL – PER	MONTHLY CHARGE	PER FAULT CHARGE
EVENT OPTION	(GST EXCL.)	(GST EXCL.)
Express 2 Plus	N/A	N/A
Express 2	N/A	N/A
Express 4 Plus	\$13.65	\$400.00
Express 4	\$13.65	\$200.00
Express 6 Plus	\$13.65	\$350.00
Express 6	\$13.65	\$150.00
Express 8 Plus	\$13.65	\$300.00
Express 8	\$13.65	\$100.00
Business Plus	\$13.65	\$200.00
Business	\$13.65	Nil



## **IP Solutions Section**

## Part E – IP Solutions (non-current plans)

#### **Rebates**

- 3.22 If a restoration time exceeds a restoration target, then you are entitled to a service rebate.
- 3.23 All performance service levels other than restoration targets are indicative of our targets for response times and the provision of status reports and follow up reports.
- 3.24 Where a service rebate is paid, it applies instead of any other rebate that would otherwise apply.
- 3.25 Our liability to you for us failing to meet a restoration target is set out under the General Terms of Our Customer Terms at <a href="http://www.telstra.com.au/customer-terms/business-government/">http://www.telstra.com.au/customer-terms/business-government/</a>.
- 3.26 To claim a service rebate, you must provide the following details to a member of our fault account management team, or to one of our sales representatives, within two months of the original fault report:
  - (a) your name and address;
  - (b) the relevant Telstra account number and service number;
  - (c) the relevant fault reference number; and
  - (d) the reason for dissatisfaction.
- 3.27 If there is a dispute about whether we have failed to meet a restoration target, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether the restoration target has been met.
- 3.28 The service rebates for IP MAN (single uplink, dual uplink and fully redundant connection+), IP WAN (standard connection and redundant connection) and IP Wireless are:

SERVICE ASSURANCE LEVEL	SERVICE REBATE
For an enhanced customer select assurance levels at the fixed monthly fee option	20% of the monthly charge for each complete hour that the restoration time exceeds the restoration target. (The sum of this component of the service rebate in a month for the service is capped at its monthly charge for the month in which we failed to meet the restoration target.)
	plus
	50% of the annual charge for the enhanced Customer Select Maintenance Option. (The sum of this component of the service rebate in a year for the service is capped at the annual charge for the Customer Select Maintenance Option.)



Part E – IP Solutions (non-current plans)

For an enhanced Customer Select	100% of the per fault fee payable
Assurance level at the pay per event option	

