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Certain words are used with the specific meanings set out on page 67 or in the [General Terms of Our Customer Terms](#).

1 About the Managed WAN section

Our Customer Terms

- 1.1 This is the Managed WAN 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 Managed WAN section, then the Managed WAN section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Managed WAN 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.

Managed WAN cease sale

- 1.5 On and from 31 July 2012, we no longer sell new Managed WAN services.

Managed WAN Standard Product Bundles cease sale

- 1.6 From 30 June 2020, customers will no longer be able purchase new Managed WAN Standard Product Bundles, including the MNS Break/Fix and Managed service tiers.

2 Managed WAN

What is Managed WAN?

- 2.1 Managed WAN is a managed wide area network service that offers an internetworking management and equipment service for your network and equipment (“**Managed WAN**”).
- 2.2 You may acquire your Managed WAN service as:
 - a) a Customised Managed WAN Product; or
 - b) a Managed WAN Standard Product Bundle.

- 2.3 A Customised Managed WAN Product may include some or all of the following (depending on the requirements that you select):
- a) network design services;
 - b) purchase or rental of equipment (which you can select from a list of the accredited equipment);
 - c) network implementation services;
 - d) network management services, equipment maintenance services (which are optional) and other services; and
 - e) performance reporting services (which are optional),

and all of the above Customised Managed WAN Product components are detailed below.

- 2.4 The equipment services component of your Customised Managed WAN Product will be based on the service tier, maintenance and performance reporting that you select for each device. To avoid doubt, this means that each device may have a different service tier, maintenance option and performance reporting applied to it.
- 2.5 A Managed WAN Standard Product Bundle is a bundled Managed WAN service which provides equipment rental, design, installation, maintenance and management. The service tiers available for the Managed WAN Standard Product Bundles and their included and optional components are detailed below.
- 2.6 Certain features outlined in the Managed WAN section of Our Customer Terms may not apply to your equipment if you have selected a service tier that does not include certain features. To avoid doubt, you should refer to the table in the Service Tiers - Customised Managed WAN Products section or Service Tiers - Managed WAN Standard Product Bundles section below (as applicable) which lists the features that come with or are optional to a particular service tier.
- 2.7 The charges for your Managed WAN service are set out in the Charges section below.

WAN Optimisation

- 2.8 The WAN Optimisation service is a managed service designed to optimise the performance of applications that run over your Wide Area Network (WAN) through the use of the WAN Optimisation equipment.
- 2.9 There are two available WAN Optimisation solutions:

- a) appliance based, where we install a standalone device in your network; and
 - b) module based, which is incorporated within the router.
- 2.10 If you select the appliance based solution, you may manage your own router or have us manage it with a Customised Managed WAN Product. If you select the module based solution, we must manage your router as part of a Customised Managed WAN Product.
- 2.11 Unless otherwise set out in this section, the Customised Managed WAN Product terms apply to your WAN Optimisation service.
- 2.12 To apply for the WAN Optimisation service at any given site, you must have:
- a) a data carriage service with us as set out in the next section; and
 - b) a managed router which is enabled with Quality of Service (QoS) and have a remote management link (IMS).
- 2.13 The WAN Optimisation service is not available if your managed router is managed by a third party.
- 2.14 The pricing for your WAN Optimisation service includes the price for the relevant software licences. If you need to increase the bandwidth of your WAN, then we may need to upgrade the software licence for your service at an additional cost to you. If you:
- (a) manage your router, you must notify us at least 30 days prior to any increase in the bandwidth of your WAN. We will then advise you if any additional software charges will apply; or
 - (b) have a Managed WAN service, we will tell you of any additional software charges when you apply to increase the bandwidth of your Managed WAN service.

3 Service availability and limitations

What you need to do

- 3.1 To get Managed WAN or the WAN Optimisation service you must obtain one of the following access services: ATM, Dedicated Digital, Digital Data Services, Ethernet MAN, Frame Relay, ADSL IP access, Business DSL, IP MAN, IP WAN, Telstra Internet Direct, Megalink or SkyConnect.
- 3.2 You need to provide us with complete network diagrams (including IP addresses and copy of configuration files) for networks that are already installed and you want us to manage or optimise. We cannot manage or optimise all networks that are already installed and we will notify you of any networks that we are unable to manage or optimise.

Network design

- 3.3 If you acquire a Managed WAN service, we will provide the network design and installation component of your Managed WAN service on the basis of the network design or business requirements that you provide us (“**Design**”). We may make any reasonable changes to the Design and if we make any changes, we will give you reasonable notice of these changes prior to installation of your network.
- 3.4 At the completion of the network design process, we will provide you with a site schedule which contains the details of your Managed WAN service based on the Design. If you request a major network alteration (described below), we will provide you with an updated site schedule. You should review any updated site schedules immediately when you receive them. You must tell us within seven business days of receiving any site schedule if you consider that it does not accurately describe your Managed WAN service, otherwise you will be deemed to have accepted the site schedule as an accurate description of your Managed WAN service.

Incompatible equipment

- 3.5 We may not provide the equipment services component of a Customised Managed WAN Product or a WAN Optimisation service to you if you have equipment that cannot be supported by us (or a vendor that we use).

No assignment or resupply

- 3.6 Managed WAN and the WAN Optimisation service are not available to Telstra Wholesale customers or for resale. You cannot assign or resupply Managed WAN or the WAN Optimisation service to a third party.

Carriage Service Management

- 3.7 Telstra will manage the restoration of your carriage according to the customer select assurance level for the carriage services.

4 Service term and termination

Term and your termination rights for network management component of a Customised Managed WAN Product

- 4.1 The minimum term for the network management component of a Customised Managed WAN Product is 12 months and begins on the date that we install your network. After expiry of the minimum term, the network management component of your Customised Managed WAN Product service will continue on a month-to-month basis until terminated in accordance with our agreement with you.
- 4.2 After the expiry of the minimum term of your network management, you may terminate the network management component of your Customised Managed WAN Product by

giving us 30 days written notice.

- 4.3 If you cancel your access service or managed router service, your WAN Optimisation service will be cancelled and, if you are still within your minimum term, we may charge you an early termination charge.
- 4.4 You must notify us immediately if a party (other than you or us) is made responsible for managing your WAN. If a party (other than you or us) is made responsible for managing your WAN then we may immediately cancel your WAN Optimisation service and, if you are still within your minimum term, charge you an early termination charge.

Term and your termination rights for equipment services component of a Customised Managed WAN Product

- 4.5 The minimum term for the equipment services component of a Customised Managed WAN Product is 12 months for each device and begins on the date that we start providing you with equipment services for that device.
- 4.6 To avoid doubt, the minimum term for the equipment services component of a Customised Managed WAN Product applies to each device in your network.
- 4.7 After the expiry of the minimum term of your equipment services for a device, you may terminate the equipment services for a device by giving us 30 days' written notice. Termination of the equipment services for one device will not affect the equipment services component of your Customised Managed WAN Product for any other device.

Term and your termination rights for rental equipment if you have a Customised Managed WAN Product

- 4.8 If you have a Customised Managed WAN Product, the term for rental equipment must be the same as the network management term, however the maximum term for rental equipment is 36 months.
- 4.9 You may terminate the rental of equipment by giving us 30 days' written notice, however, you may have to pay us an early termination charge as set out below.
- 4.10 After the expiry of the minimum term of your equipment services, you may:
- a) continue to lease the equipment from us; or
 - b) return the equipment to us; or
 - c) buy the equipment (at a price to be agreed).

Term and your termination rights for a Managed WAN Standard Product Bundle

- 4.11 You may select 1 year, 2 years or 3 years as the service term for your Managed WAN

Standard Product Bundle. Your selected service term begins on the date we complete installation of your Managed WAN service. After expiry of your selected service term, your Managed WAN Standard Product Bundle will continue on a month-to-month basis until terminated in accordance with our agreement with you.

- 4.12 You may terminate your Managed WAN Standard Product Bundle by giving us 30 days' written notice, however, you may have to pay us an early termination charge as set out below.

Termination of your access service

- 4.13 If you wish to terminate your access service (for example, BDSL, ATM, Frame Relay etc.) you must provide notice to us that complies with the notice requirements under your agreement with us for that access service.

Our termination rights

- 4.14 We may terminate your Managed WAN Standard Product Bundle, your WAN Optimisation service or any component of your Customised Managed WAN Product (as applicable) as a result of you causing a defect or incident through accidental damage, improper or negligent use of the equipment or the network. Even though we have the right to terminate your Customised Managed WAN Product in its entirety, if we terminate one component of your Customised Managed WAN Product (for example, the equipment rental or the equipment service for a device), the other components of your Customised Managed WAN Product will not be affected.
- 4.15 If you have a Customised Managed WAN Product, we may terminate your Managed WAN service on a device by giving you reasonable written notice (but at least 30 days) beforehand, if we are no longer able to provide support for that device.
- 4.16 If you have a Managed WAN Standard Product Bundle, we may terminate your Managed WAN service after the expiry of your selected service term by giving you reasonable written notice (but at least 30 days) beforehand, if we are no longer able to provide support for the applicable rental equipment.

Consequences of early termination and early termination charges for Customised Managed WAN Products

- 4.17 If you have a Customised Managed WAN Product and you terminate the equipment services component of your Managed WAN service before the commissioning of the equipment at one or more sites (or we terminate the equipment services component of your Managed WAN service as a result of your material breach), and we have already ordered the equipment, you may be required to pay for the equipment that has been ordered for you. If this happens, you will be entitled to keep the equipment that you have paid for.
- 4.18 If you have a Customised Managed WAN Product and you terminate any component of

your Managed WAN service (or we terminate a component of your Managed WAN service as a result of your material breach) before the expiry of its applicable minimum term but after the commissioning of the equipment, the early termination charge payable will be:

- a) the total amount that would have been payable to us for the applicable minimum term of the Customised Managed WAN Product component that is terminated; and
- b) an amount equal to the present value of future instalments of any site audit, installation and/or commissioning charges which have not been paid as at the date on which you terminate the applicable Customised Managed WAN Product component. This amount is calculated by applying a discount rate to each instalment (determined by us in good faith) equal to the rate of interest implicit in the applicable installation or commissioning transaction.

These amounts are a genuine pre-estimate of the loss that would have been suffered by us.

- 4.19 If you have a Customised Managed WAN Product service and you terminate an equipment rental component of your service, the early termination charge payable to us will be the total rent that would have been payable to us for the applicable term of the equipment rental. This amount is a genuine pre-estimate of the loss that would have been suffered by us.

Consequences of early termination and early termination charges for Managed WAN Standard Product Bundles

- 4.20 If you have a Managed WAN Standard Product Bundle and you terminate your Managed WAN service before the commissioning of the rental equipment that is a component of your service (or we terminate your Managed WAN service as a result of your material breach), and we have already ordered the equipment, you may be required to pay for the equipment that has been ordered for you. If this happens, you will be entitled to keep the equipment that you have paid for.
- 4.21 If you have a Managed WAN Standard Product Bundle and you terminate your Managed WAN service (or we terminate your Managed WAN service as a result of your material breach) before the expiry of your selected service term but after the commissioning of the rental equipment that is a component of your service, the early termination charge payable will be the lesser of:
- a) the total amount of the monthly service tier charges for your Managed WAN service that would have been payable to us for the remainder of your selected service term; or
 - b) the sum of the following amounts:
 - (i) an amount equal to the equipment rental component of the total monthly

service tier charges for your Managed WAN service that would have been payable to us for the remainder of your selected service term;

- (ii) an amount equal to the installation and commissioning component of the total monthly service tier charges for your Managed WAN service that would have been payable to us for the remainder of your selected service term; and
- (iii) an amount covering other components of the total monthly service tier charges for your Managed WAN service that would have been payable to us for the remainder of your selected service term for which we have commitments to third party providers.

The early termination charge is a genuine pre-estimate of the loss that would have been suffered by us. We will inform you of the early termination charge applicable to you upon your request.

Consequences of early termination and early termination charges for WAN Optimisation service

- 4.22 If your WAN Optimisation service is cancelled before the end of your minimum term, we may charge you an early termination charge. This is 65% of the monthly charges for your WAN Optimisation service that would have been payable for the remainder of your minimum term. (This does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach or where Our Customer Terms otherwise expressly state that the cancellation does not give rise to early termination charges.) This amount is a genuine pre-estimate of our loss.
- 4.23 If you have a WAN Optimisation service and you terminate a WAN Optimisation equipment rental component of your service, the early termination charge payable to us will be the total rent that would have been payable to us for the applicable term of the WAN Optimisation equipment rental. This amount is a genuine pre-estimate of the loss that would have been suffered by us.

Consequences of terminating a rental arrangement

- 4.24 If you have a Customised Managed WAN Product or a WAN Optimisation service and the rental arrangement for equipment is terminated, or if you have a Managed WAN Standard Product Bundle and your Managed WAN service is terminated, (as applicable) then you must immediately:
 - a) at your cost, return the rental equipment to an address specified by us and provide us with written notice that you have done so (including the address the equipment was delivered to, the date of delivery, the serial number of the equipment, the courier company name and the consignment note number); or
 - b) purchase the applicable equipment at an agreed purchase price (if we specify that this

is possible).

- 4.25 If you have a Customised Managed WAN Product or a WAN Optimisation service, we will continue to charge you for the equipment rental until you either return or purchase the rental equipment.
- 4.26 If you have a Managed WAN Standard Product Bundle, we will continue to charge you the applicable service tier charge until you either return or purchase the rental equipment.

5 Equipment

Where you can get your equipment from

- 5.1 If you apply for, or already have, a Customised Managed WAN Product or a WAN Optimisation service, we may provide equipment services on:
- a) your existing equipment if we (or our supplier) are able to support your equipment;
 - b) equipment you have rented from us; or
 - c) equipment you have purchased from us.
- 5.2 If you apply for a Managed WAN Standard Product Bundle, subject to availability, you may select from a specified range of rental equipment that we make available to you from time to time. We rent your selected equipment to you as part of your Managed WAN Standard Product Bundle, and your Managed WAN service will only support this equipment.
- 5.3 We will deliver the equipment that you rent or purchase from us, to the address nominated by you.
- 5.4 You are responsible for the security of the equipment once it is delivered to your site. If the equipment is delivered to you prior to installation, you are responsible for making the equipment available for installation. If equipment is not available for installation and as a result we need to reschedule installation, there may be some delays.
- 5.5 Where possible, we will use reasonable endeavours to obtain the benefit of any warranties applicable to the equipment.

Licence to use related software

- 5.6 We will procure the right for you to use any software that forms part of the equipment on the same terms that the relevant third party vendor grants such licences.

Your obligations

- 5.7 You must ensure that you comply with any reasonable directions that we give to you to

prepare your site for equipment installation (at your expense). If your site is not ready for installation and as a result we need to reschedule installation, there may be some delays.

- 5.8 You must obtain our prior written consent before repairing or servicing the equipment or altering your access service.
- 5.9 You must not alter the labels or other identifying marks on any equipment that we provide to you.

6 Rental of equipment

Acquisition of Rental Equipment

- 6.1 You do not have any title to any equipment that you rent from us.

Use of Rental Equipment

- 6.2 You must:
- a) ensure that the rental equipment is kept in good order and repair;
 - b) not sell, dispose of or encumber the rental equipment; and
 - c) allow us (or our supplier) to inspect the rental equipment at any reasonable time.

Replacement, alterations and addition of parts

- 6.3 We may charge you an additional charge if you make modifications to the rental equipment without our written consent and the modifications reduce the equipment's use or value of the equipment. This charge will be a genuine pre-estimate of our loss.
- 6.4 If you remove a part of the rental equipment, then you must at your own cost, replace the removed part with a part that is of equal or better quality ("**Replacement Part**"). The Replacement Part forms part of the rental equipment.
- 6.5 You may remove any part of the rental equipment that you have added provided that:
- a) it is not a Replacement Part (unless the Replacement Part is being replaced); and
 - b) the addition and subsequent removal of the Replacement Part does not reduce the equipment's use or value.
- 6.6 We may increase your rental charges if we supply additional parts or upgrades to the rental equipment. We will tell you if this happens.

Lost, stolen or damaged equipment

- 6.7 If any item of the rental equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), then you will promptly notify us and pay us the present value of the rental equipment. If this occurs prior to the expiry of the applicable rental term (or your selected service term if you have a Managed WAN Standard Product Bundle service), early termination charges may also be payable.

Maintenance

- 6.8 If you service or maintain the rental equipment, then you must do so in accordance with the relevant third party vendor specifications and any other reasonable requirements.

Insurance

- 6.9 You must obtain and maintain adequate insurance for the value of the rental equipment and for your ability to pay all rental charges. You must make this insurance policy available to us on our reasonable request.

7 Purchase of equipment

If you purchase equipment from us, the ownership of the equipment is transferred to you when we receive the purchase price.

8 Security of the equipment and network

Level of security provided

- 8.1 We will not provide you with the level of security referred to in this clause if you have a:
- a) Customised Managed WAN Product and your service tier is managed carriage or link watch; or
 - b) Managed WAN Standard Product Bundle and your service tier is break/fix; or
 - c) WAN Optimisation service
- 8.2 We will take reasonable care to control the electronic access to the equipment by any third party. You are responsible for all other equipment and network security.
- 8.3 Unless otherwise agreed in writing, we will have exclusive access to the login and password for all equipment managed by us.
- 8.4 You may provide us with specific instructions in writing regarding the security of your equipment. We will implement those instructions if we reasonably believe that your instructions are likely to increase security.

8.5 You will notify us of any vulnerability scanning and security assessment of your network.

When we will not provide security

8.6 We will not provide the level of security referred to above if there are deficiencies in the equipment or the software, that cause security risk. To reduce your security risk, we may schedule installation of software patches provided by our suppliers. If you ask us to install software patches at a time other than our scheduled installation, we may charge you for the applicable software update.

9 Telstra Wireless WAN

9.1 Telstra Wireless WAN is comprised of Next G compatible wireless equipment integrated with a Managed WAN service and a mobile data plan (“**Telstra Wireless WAN managed solution**”). This solution allows you to use the Next G network as your primary access into your network or as a service backup if your primary access fails.

9.2 You need to have a Managed WAN service and meet minimum technical requirements to obtain the Telstra Wireless WAN managed solution.

9.3 The terms and conditions for Customised Managed WAN Products in this Managed WAN section of Our Customer Terms apply to the applicable components of the Telstra Wireless WAN managed solution.

9.4 You may use the Telstra Wireless WAN as a managed solution or acquire individual components of the solution from us.

9.5 If you select the hardware only option, we will aim to deliver the hardware to your premises within 30 business days of us accepting your application.

9.6 If you wish to use the Telstra Wireless WAN as a managed solution, then you must provide, or alternatively rent or purchase from us the various components of the service. The components and applicable terms for those components are set out below:

Components of Telstra Wireless WAN	Applicable Terms
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Next G compatible wireless equipment comprising of a compatible router and interface card

You must provide, or alternatively rent or purchase from us a compatible router and interface card. If you choose to rent or purchase the router and/or interface card from us, the terms applicable to rental or purchased equipment within this section of Our Customer Terms apply.

If you choose to provide the router and/or the interface card, you must ensure that they are compatible with Telstra Wireless WAN. We will provide you with advice on suitable equipment upon request.

You may need to purchase an antenna and cabling from us. We will provide you with advice and pricing on suitable antenna models and cabling for your Telstra Wireless WAN upon request.

A suitable Mobile Data Plan

You must have a suitable Telstra Next G Mobile Data Plan. We will tell you if the plan that you select is not suitable.

Unless otherwise set out in this section of Our Customer Terms, the terms for your plan (including charges) are set out in the Mobile Services section (Part G) of Our Customer Terms.

IP WAN Wireless port

You must have at least one IP WAN Wireless port service for every network being connected.

The terms for your IP WAN Wireless Port (including pricing) are set out in Part B - IP Networking Services of the IP Solutions section of Our Customer Terms.

9.7 The Telstra Wireless WAN managed solution is only available in areas where the Telstra Next G network is available. A site survey is required prior to obtaining the service to determine the availability of the Telstra Next G network. If you ask us to conduct the site audit, we may conduct the site audit for an additional charge which we will inform you at the time you apply for the audit. We may charge you for the site survey at the rates set out in the Fee-for-Service (Other work we do) section of Our Customer Terms.

9.8 We do not guarantee the availability of your Telstra Wireless WAN managed solution in required locations or any service level or service target associated with the Next G network as part of your Managed WAN service.

9.9 If you select the Telstra Wireless WAN managed solution as a service back up, then you need to select a plan that is set out in the Mobile Services section (Part G) of Our Customer Terms or a plan in the table below. The terms that apply to your plan are the terms set out in the Mobile Services section (Part G) of Our Customer Terms unless otherwise set out in the table below.

9.10 If you select a plan from the table below, you acknowledge that you are required to have the customer select assurance level listed in the table below (or a customer select assurance level that has a better target restoration time than the customer select assurance level listed in the table). This may restrict the type of primary access service available for

certain plans (as listed in the table below) because some customer select assurance levels are only available with certain products or services.

Monthly Price (GST Incl)	Required customer select assurance level*	Permitted Primary Access Service
\$29.00	Express 2 plus	ATM, Frame Relay, Ethernet MAN, IP MAN, GWIP (subject to feasibility)
\$39.00	Express 4 plus	ATM, Frame Relay, Ethernet MAN, IP MAN, GWIP, Business IP (subject to feasibility)
\$49.00	Express 6 plus	ATM, Frame Relay, Ethernet MAN, IP WAN, IP MAN, GWIP, Business IP (subject to feasibility)
\$59.00	Express 8 plus	Frame Relay, Ethernet MAN, IP WAN, IP MAN, GWIP, Business IP, Business DSL, BIP ADSL (subject to feasibility)
	Standard	ATM (subject to feasibility)
\$89.00	Business Plus	Business IP, Business DSL, BIP ADSL (subject to feasibility)
	Standard	Frame Relay, Ethernet MAN, IP WAN, IP MAN, GWIP (subject to feasibility)
\$109.00	Next Business Day	Business IP ADSL (subject to feasibility)

*You can also choose a customer select assurance level with a better target restoration time than the customer select assurance level listed in the table.

- 9.11 If you select the Telstra Wireless WAN managed solution as a service back up, you must:
- a) comply with the Fair Play Policy set out in Part A of the Mobile Services section of Our Customer Terms;
 - b) not alter the configuration of your service without our prior consent;
 - c) not use the service as a primary access; and
 - d) only use the service as a service back up for the period of time that your primary access into your network has failed.

We may suspend or cancel your Telstra Wireless WAN service, or a component of this service, if you do not use your service in accordance with this clause.

- 9.12 If you request installation services, then a technician will visit your premises during business hours to install and/or configure the equipment for your Telstra Wireless WAN for the charges set out in your agreement with us.
- 9.13 If you receive performance reporting services as part of your Managed WAN service, the reports will include additional information regarding your Telstra Wireless WAN managed solution, including outage occurrences and durations of each outage.
- 9.14 If you have a Customised Managed WAN Product, the available service tiers for your Telstra Wireless WAN managed solution are comprehensive, standard, customer initiated and service desk.
- 9.15 You acknowledge that not all applications will be able to run on a Telstra Wireless WAN. You acknowledge that networks using Telstra WAN will generally operate at a latency between 80ms - 100ms. To avoid doubt, this means that the Telstra Wireless WAN is most suitable for applications where data usage is relatively low and latency is not an issue.
- 9.16 You acknowledge that the Telstra Next G network is a shared network and therefore throughput and latency is impacted by the amount of users and traffic. We do not guarantee throughput of data.

10 Network details

Intellectual Property

- 10.1 Where we have designed your network (or have completed a design for you as part of your WAN Optimisation service) we own all Intellectual Property Rights connected with the design, including in the network diagrams, management IP addresses and equipment configurations (“Items”).
- 10.2 We grant you a licence to use the Items solely for the purpose of your Managed WAN service or your WAN Optimisation service (as applicable) and after the expiry or termination of your Managed WAN service or your WAN Optimisation service (as applicable), for continuing to manage your network.

Confidential information

- 10.3 The network diagrams and other information that we supply you with your Managed WAN or your WAN Optimisation (as applicable) service is confidential information to us. You must ensure that you keep the network diagrams and other information secret and protect and preserve the confidential nature and secrecy of it. You may only disclose the network diagrams and other information in your business for the purposes of using your

service (unless you have our prior written consent to do otherwise).

11 Network implementation services

Site audit

- 11.1 If you select a service tier that has site audit as an optional feature, we can provide you with a site audit prior to equipment installation, to inspect and determine that your site is ready for installation of your Managed WAN service. We will charge you an additional charge for this service and will inform you of the charge and get your consent before we start work.
- 11.2 Our standard hours for performing the site audit are during business hours. If you ask us to perform the site audit outside business hours we may charge you an additional charge as set out below.
- 11.3 If you do not request us to perform the site audit or if you have a service tier that does not have site audit as an optional feature, you will be responsible for ensuring that your site is ready for installation. If your site is not ready for installation and we need to reschedule installation, we may charge you an additional charge and will inform you of the charge and get your consent before we start work.

Equipment Installation

- 11.4 We will provide you with installation services for your equipment if you have a service tier that offers installation services and you request us to provide installation services to you. If you have a Customised Managed WAN Product or WAN Optimisation service, we will charge you an additional charge for this service as set out below.
- 11.5 Our standard hours for installation of equipment are during business hours. If you ask us to install equipment outside business hours we may charge you an additional charge as set out below.
- 11.6 If you do not provide us with access to your site we will not be able to install the equipment (and we are not liable for any installation delays).
- 11.7 You may be required to order a PVC and/or transmission access link from us, depending on your network topology. We will inform you of the recommended access method during the network design process. We will install the link from your network to our closest Managed WAN point of presence in each State capital city.
- 11.8 If you change your equipment configuration, we may have to change the speed of the link. We will seek your consent before doing this. If you do not consent to us changing the

speed of the link, we may not be able to meet our relevant service targets.

Equipment and Service commissioning

- 11.9 At commissioning, we will remotely download your equipment configuration file prepared by us and ensure the equipment interfaces are reachable.
- 11.10 If you have a Customised Managed WAN Product and have chosen the link watch or managed carriage service tiers:
- a) you are responsible for the installation, configuration and testing of the equipment;
 - b) we work with your suppliers for them to supply, install and configure the equipment in accordance with the timing in our agreement with you; and
 - c) we test the equipment to ensure that it is accessible for remote monitoring using IP Protocol.
- 11.11 When we have determined that the equipment can be remotely monitored, we will tell you that the equipment has been satisfactorily commissioned.

Equipment Services for your WAN Optimisation service

- 11.12 Maintenance of your WAN Optimisation equipment is included with WAN Optimisation rental equipment and can be acquired at an additional charge for WAN Optimisation purchased equipment through the WAN Optimisation service.
- 11.13 We will monitor all WAN Optimisation equipment through a secure managed virtual private network.
- 11.14 We will provide a help desk for you to report any faults with the WAN Optimisation equipment.
- 11.15 We will provide spares to replace the WAN Optimisation equipment (or components of the WAN Optimisation equipment) that is faulty where the fault has not been caused by you.
- 11.16 Any WAN Optimisation purchased equipment that has been returned to us becomes our property when we provide replacement WAN Optimisation equipment to you.

12 Service tiers - Customised Managed WAN Products

- 12.1 This Service tiers - Customised Managed WAN Products section applies to your Managed WAN service if you have a Customised Managed WAN Product.
- 12.2 We provide equipment services based on the service tier that you select for each device.

The following service tiers are available:

- a) comprehensive;
- b) proactive secure;
- c) standard;
- d) customer initiated;
- e) service desk;
- f) link watch; or
- g) managed carriage.

12.3 You can select any service tier for each accredited device in your network.

12.4 The service tiers are set out in the table below. Each service tier has service features that are either compulsory (✓) or optional (O). Many of the compulsory service features are included in the cost of the selected service tier (✓✓). Some compulsory service features, and all of the optional features, are charged separately.

Service tiers

12.5 The symbols used in the following table have the following meaning:

✓ means a compulsory Managed WAN service feature with this service tier that is charged separately.

✓✓ means a compulsory Managed WAN service feature with this service tier and the charge for this compulsory service feature is included in the applicable service tier charge.

× means the service feature is not available with the relevant service tier.

O means an optional feature that can be provided at an additional charge.

P means proactive service assurance (see below for explanation).

R means reactive service assurance (see below for explanation).

S means this activity to be provided by operational personnel & systems that have been cleared to the DSD "Protected" level criteria.

^ equipment operating system software management means periodic updates to the equipment software as required and determined by us, performed in order to keep the equipment operational and secure.

* means 1 change for up to 5 devices made via Feature Network Changes (FNC) within the specified timeframe are included in the service tier charge. Where the change is for more than 5 devices, an additional fee will apply.

Our Customer Terms

Managed WAN Section

** means ad-hoc reports, at consultancy rates.

*** means we will monitor your network regularly and advise you of an incident causing an alarm but we will not investigate it.

means installation is not compulsory if existing equipment is in place and ready for the other Managed WAN service features to be applied.

Service features	Comprehensive	Proactive Secure	Standard	Customer initiated	Service desk	Link watch	Managed carriage
Network implementation							
Site Audit	O	O	O	O	O	x	x
Equipment installation	✓#	✓#	✓#	✓#	✓#	x	x
Commissioning	✓	✓S	✓	✓	✓	✓	✓
Equipment purchase or lease (Accredited Equipment)	O	From DSD EPL only	O	O	O	O	x
Network management							
Single Help Desk	✓✓	✓✓	✓✓	✓✓	✓✓	✓✓	✓✓
Proactive Incident monitoring and notification	✓✓	✓✓	✓✓	x	x	✓✓	✓✓
Service Assurance	✓✓P	✓✓PS	✓✓P	✓✓R	✓✓R	✓✓P***	✓✓P
Equipment restoration	✓✓	✓✓	✓✓	✓✓	✓✓	x	x
Transmission restoration	✓✓	✓✓	✓✓	✓✓	✓✓	x	✓✓
Activity report	✓✓	✓✓	✓✓	✓✓	✓✓	✓✓	✓✓
Equipment operating system software management^	✓✓	✓✓S	✓✓	✓✓	✓✓	x	x

Our Customer Terms

Managed WAN Section

Service features	Comprehensive	Proactive Secure	Standard	Customer initiated	Service desk	Link watch	Managed carriage
Configuration file management	✓✓	✓✓S	✓✓	✓✓	✓✓	x	x
Equipment maintenance							
Equipment maintenance	o	o	o	o	o	x	x
Performance reporting							
Web-based reporting eHealth	✓✓	x	o	o	x	o	o
Written analysis reporting	✓✓	OS	O**	O**	x	O**	O**
Online alarm view	o	x	o	x	x	o	o
Response path reporting	o	o	o	o	x	x	o
Adds moves & changes							
Minor network alterations - equipment configuration file changes	✓✓*	✓✓*	✓✓*	✓✓*	o	x	x
Minor network alterations - complex equipment configuration file changes	o	OS	o	o	o	x	x
Major network alterations	o	OS	o	o	o	o	o
Consultancy and audit services	o	OS	o	o	o	o	o

12.6 You can select the service hours for your service tier and equipment configuration file



changes from the following:

- a) Standard Business Hours (SBH) means the hours between 8am – 5pm, Monday – Friday, excluding public holidays at the relevant site; or
- b) 7x24 means 24 hours a day, 7 days a week.

Proactive Secure service tier

- 12.7 The “proactive secure” service tier is a Defense Signals Directorate (‘DSD’) “Protected” level accredited service.
- 12.8 If you select the proactive secure service tier, the management servers will be housed within an ASIO T-4 compliant facility. The Proactive Secure service tier is provided by DSD certified personnel within a shared certified secure Network Operations Centre (NOC) environment.
- 12.9 The equipment provided in connection with the Proactive Secure service tier will be from the DSD Evaluated Products List (EPL).
- 12.10 In addition to the features noted in the service tier section above, the Proactive Secure service tier offers the following features:

SERVICE FEATURE	Proactive Secure
Online reporting – InfoVista	O
Managed Firewall + IPS Log Archiving for management links	✓S
Shared/Dedicated management systems	Shared w/ DSD certified gateway
Encrypted management links	✓
Site to site CPE encryption with key management	O
Protocols used to access CPE	SSH, telnet, SNMPv3, FTP, SCP

(NB: See the service tier section for a description of the symbols used in the table above).

- 12.11 Please note that the proactive secure service tier is primarily concerned with the security of your equipment, it is not designed to protect your network from unwanted use. Denial of Service (DoS) protection is available separately.

Feature class

- 12.12 We will classify each device as being in a certain feature class according to each device’s features, to determine the functional complexity of the equipment and the degree of management difficulty that is required. A device will be put in the highest feature class applicable to that device. We will tell you what feature class the device has been put in. The table below outlines the feature classes.

Feature	Feature Class 1	Feature Class 2	Feature Class 3
Routed Protocols	<ul style="list-style-type: none"> IP 	<ul style="list-style-type: none"> IPX, SNA/DLSW, DEC, Appletalk 	N/A
Routing	<ul style="list-style-type: none"> EIGRP, IGRP, RIP v1/2, Static routes Policy Routing 	<ul style="list-style-type: none"> OSPF, BGP, ISIS 	<ul style="list-style-type: none"> Multicast Routing MPLS
Security	<ul style="list-style-type: none"> Access Lists, NAT 	<ul style="list-style-type: none"> Dedicated Firewall (no IPSec/VPN) IOS Firewall (no IPSec/VPN) 	<ul style="list-style-type: none"> Dedicated Firewall (with IPSec/VPN) IOS Firewall (with IPSec/VPN) Firewall with Virus Scanning All devices managed under the "Proactive Secure" service tier
Miscellaneous	<ul style="list-style-type: none"> Basic Queuing (eg. Priority/Custom Queuing, Traffic Shaping) Non-encrypted tunnels (eg. GRE, IPIP) WLAN access points 	<ul style="list-style-type: none"> Quality of Service other than Basic Queuing HSRP (Hot Standby Routing Protocol) VLANs NetFlow Load Balancing 	<ul style="list-style-type: none"> Any Voice functionality (i.e. CCME, E&M, or FXS) Any IP Voice functionality (eg. FXS, FXO, E&M, SRST/SIP) Any Next G network compatible equipment Any switch integrated into an ISR via a HWIC Module based WAN Optimisation

12.13 If a switch has layer 3 functionality turned on, it is classed as a router in terms of feature class.

12.14 For a device directly connected to the Internet, the feature class moves up one class.

Equipment type

12.15 We will classify the equipment type to determine the equipment size in relation to the degree of management difficulty that is required. We will tell you what equipment type each device has been put in. The table below outlines the equipment type, with some equipment model number examples included.

Equipment Type	Small	Medium	Large
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Equipment Type	Small	Medium	Large
Routers (Layer 3)	Fixed chassis - may have WICS, but no changeable network modules (e.g. Cisco 800 series, 1800/1900 series, Juniper SRX210 - (2800/2900 series and/or SRX240 only if 1 WAN interface is used) J2320, J2350, J4350 (1 WAN interface is used)	Chassis with no more than 2 changeable network modules (e.g. Cisco 2800/2900 series, Juniper SRX240 where multiple WAN interfaces are used, 3800 series) J2320, J2350, J4350 (2 WAN interfaces are used or 2 network modules are used)	Chassis with more than 2 changeable network modules (e.g. Cisco 7200 series or Juniper SRX650) J4350, J6350 (more than 2 network modules)
Switches (Layer 2)	Fixed chassis, with no changeable network modules (e.g. Cisco 2960 series) EX 3200	Chassis with no more than 3 changeable network modules (e.g. Cisco 3500, 3700 series, 4000 series) EX 4200	Chassis with more than 3 changeable network modules (e.g. Cisco 6500 series)
Firewall	SSG 5, SSG 20 ASA 5505, ASA 5510	SSG 140, SSG 350M ASA 5520	SSG 550M ASA 5540
VPN Concentrator #	N/A	N/A	N/A
WAN Optimisation	Juniper WXC250, WXC1800, Cisco WAVE 274, WAE 512 Cisco module WAE 302, 502, 522	Juniper WXC2600, WXC500, Cisco WAVE 474, WAE 612	Juniper WXC3400, WXC590, Cisco WAVE 574, WAVE 674, WAE 7326, WAE 7371

Management does not extend to the VPN client software or user management of the VPN Concentrator.

12.16 Switches with layer 3 functionality turned on, firewalls and VPN concentrators are classed as routers in terms of equipment type.

13 Service tiers - Managed WAN Standard Product Bundles

13.1 This Service tiers - Managed WAN Standard Product Bundles section applies to your Managed WAN service if you have a Managed WAN Standard Product Bundle.

13.2 We provide equipment and other services based on the service tier that you select for your Managed WAN Standard Product Bundle. The following service tiers are available:

- a) break/fix; and
- b) managed.

- 13.3 The service tiers are set out in the table below. Each service tier has service features that are either:
- a) included in the cost of the selected service tier (✓✓); or
 - b) optional and charged separately (O).

Service tiers

- 13.4 The symbols used in the following table have the following meaning:

✓✓ means an included Managed WAN service feature with this service tier and the charge for this service feature is included in the applicable service tier charge.

× means the service feature is not available with the relevant service tier.

O means an optional feature that can be provided at an additional charge.

P means proactive problem & incident management (see below for explanation).

R means reactive problem & incident management (see below for explanation).

* means 1 change for up to 5 devices made via Feature Network Changes (FNC) within the specified timeframe are included in the service tier charge. Where the change is for more than 5 devices, an additional fee will apply.

Service features	Break/Fix	Managed
Service delivery components		
Site Audit	×	O
Design & Install	✓✓	✓✓
Performance Management	×	✓✓
Service Levels	✓✓	✓✓
Capacity Management	×	O
Availability Targets	×	O
Service Continuity	×	O
Financial Management	✓✓	✓✓
Service support components		
Problem & Incident Management	✓✓R	✓✓P

Service features	Break/Fix	Managed
Asset Management	x	✓✓
Security	x	✓✓
Configuration Release	x	✓✓
Service Desk	✓✓	✓✓
Adds moves & changes		
Minor network alterations - equipment configuration file changes	x	✓✓*
Minor network alterations - complex equipment configuration file changes	x	o
Major network alterations	x	o
Consultancy and audit services	x	o

Service hours

- 13.5 The service hours for your service tier and equipment configuration file changes are:
- if your service tier is break/fix - between 7am-9pm, 7 days a week; and
 - if your service tier is managed - 24 hours a day, 7 days a week.

14 Network management, equipment services and other services - Customised Managed WAN Products

- 14.1 This Network management, equipment services and other services - Customised Managed WAN Products section applies to your Managed WAN service if you have a Customised Managed WAN Product.

Network management

- 14.2 Network management means providing service assurance to your network, as described in 14.6 below. The level to which we manage your network varies based on the service tier you select and may also include installation of equipment and monitoring and reporting on your network.

Help desk

- 14.3 We provide a help desk service for a single point of contact for incidents associated with your Managed WAN service or your WAN Optimisation service. The help desk service can be used by up to ten of your authorised fault reporting personnel. The authorised personnel can be changed by you at any time by notice in writing to us.
- 14.4 In accordance with your service tier, our help desk will:
- (a) record, monitor and manage all incidents; and
 - (b) provide you with reports on the progress of restoring normal service.
- 14.5 Your authorised incident reporting personnel can report an incident to our help desk at any time. Diagnosis of the fault will only occur during your selected service hours.

Service assurance

- 14.6 The service assurance types here are in addition to any service levels that may apply in relation to your access services.
- 14.7 The two types of service assurance available are:
- a) **Reactive management** - available with the customer initiated and service desk service tiers. With reactive management, we take action to investigate an incident after you tell us about it and if you request us to do so.
 - b) **Proactive management** - available with the standard, comprehensive, link watch and managed carriage service tiers. With proactive management, we will monitor your network regularly and we take action to investigate an incident causing an alarm, except for Link watch, where we will advise you of the incident but not investigate it.
- For both reactive and proactive management, we will originate a trouble ticket once we become aware of the incident.
- 14.8 We will assign a severity level to your incident based on the table below. Once we have assigned a severity level to your incident, we will then aim to meet the service assurance targets outlined in the table below.
- 14.9 The response times in the table below indicate the target time it will take us to advise you that an incident has been identified by us and action has commenced to resolve it. The response time starts from the time the trouble ticket is originated (unless the trouble ticket is originated outside your selected service hours in which case the response time starts at 8am on the following business day). However, we will only respond during your selected service hours. We can respond to you by telephone, email or sms.
- 14.10 The restoration times in the table below indicate the target time it will take us to resolve the incident either by enacting a permanent solution, workaround or informing you that

the incident is not able to be fixed by us. The restoration time starts from the time the trouble ticket is originated (unless the trouble ticket is originated outside your selected service hours in which case the restoration time starts at 8am on the following business day). However, we will only work to restore your service during your selected service hours.

- 14.11 The status reports provide you with an update on the progress of resolving an incident.

Severity levels

Severity Level	Target response time	Target restoration time	Target status reports
Severity 1 - Managed WAN is down at a major site (or multiple sites) causing critical impact to business operations if the service is not restored quickly	30 minutes	90% restored (or work around) in 6 hours	every hour (within your service hours)
Severity 2 - Managed WAN is down at a minor site, or customer service is severely degraded impacting significant aspects of business operations	30 minutes	90% restored (or work around) in 12 hours	every 3 hours (within your service hours)
Severity 3 - Managed WAN is degraded, noticeably impaired but most business operations continue.	30 minutes	90% restored (or work around) in 24 hours	every 8 hours (within your service hours)
Severity 4 - You require information or assistance on your Managed WAN service.	2 hours	90% restored (or work around) in 72 hours.	every 24 hours (within your service hours)

- 14.12 We use reasonable efforts to meet the target service assurance level.

- 14.13 If you have a WAN Optimisation service, the above Service Levels above only apply where we manage your routers. Where we managed the routers, the Service Levels only relate to the WAN Optimisation service. We do not provide any service level assurances in respect of the performance of your applications.

Incident monitoring and notification

- 14.14 We monitor and manage equipment and the data transmission services in your network through the industry standard, simple network management protocol (SNMP).

Major network alterations

- 14.15 Where you have selected a service tier which includes major network alterations, we will provide upgrades to the network on your request. You must buy or lease the applicable

hardware and we will charge you for the applicable hardware upgrade.

Configuration file management

- 14.16 With equipment configuration file management, we store and hold the router and switch configurations for equipment. When a change to the configuration file occurs we store the latest version of the configuration file and log it with the current version number, together with the two previous versions. We take full control of the configuration file of a managed device in your network (except during commissioning).
- 14.17 We will restore the most recent configuration file that was stored to any device (that is part of your Managed WAN service) that needs replacing.

Maintenance support

- 14.18 If you have chosen a service tier that is link watch or managed carriage, you must have your own equipment maintenance arrangements in place.
- 14.19 If you have a service tier that is comprehensive, standard, customer-initiated or service desk, you can arrange your own equipment maintenance or select a maintenance support option from us. Our maintenance support has selectable maintenance levels relating to the on-site response time and service hours. You must select a maintenance level for each device for which we provide maintenance support.
- 14.20 The maintenance levels that you can select are listed in the table below.

Maintenance Level	Description
2 hour	2 hour on-site response for critical Australian urban (metropolitan) sites. Limited availability for international sites. Associated with 7x24 access to replacement parts.
4 hour	4 hour on-site response for Australian urban (metropolitan) sites. Limited availability for Australian regional sites. Available for most international sites that are located in major cities. Associated with 7x24 access to replacement parts.
4 hour (5X8)	Same as 4 hour on-site response, but associated with 5 days per week, 8 hours per day (ie our supplier's business hours only) access to replacement parts.
NBD	Next Business Day on-site response for Australian and most international sites. Associated with next business day access to replacement parts.

- 14.21 On-site response time is the target time from when we contact our supplier's helpdesk, and the supplier agrees that replacement hardware is required to restore the service, and the time a field engineer arrives at your site with the replacement hardware. However, we

will only respond during your selected service hours.

- 14.22 You must select from the maintenance levels that are consistent with the severity 1 or severity 2 restoration times at any particular site in your network. However, if your site is more than 50km from one of our supplier's equipment depots ("**remote site**"), you can request an on-site spare or standby equipment for inclusion in your network design.
- 14.23 We cannot meet Next Business Day response (NBD), unless we have diagnosed the incident as a hardware failure and requested replacement hardware by 3pm (Sydney time).
- 14.24 If you select the NBD maintenance level, and do not buy or rent an on-site spare, or include a standby in your network design requirements, we may not be able to meet our restoration targets if an incident occurs.
- 14.25 Some maintenance levels are not available if your site is a remote site and where maintenance is provided for equipment at a remote site, there may be some delays.
- 14.26 We use commercial efforts to meet the target maintenance support levels.
- 14.27 We will give you at least 30 days' notice if we can no longer provide the maintenance service for the model of equipment that you have and we will give you the opportunity to purchase equipment that we can support.
- 14.28 As part of maintenance support, we may provide you with a software version from time to time if we reasonably think that it will help ensure the operability and security of your network. We will give you notice of this occurring. If you do not agree to us upgrading the software, we may not be able to meet our service level targets.

Emergency Device Replacement service

- 14.29 If we provide maintenance support for an accredited device you purchased or currently rent from us, or that we manage on your behalf, and the device is lost, stolen or damaged, you can ask us for an emergency device replacement. If we accept your request, we will endeavour to install and commission an equivalent or reasonably similar device for you. We will endeavour (but do not guarantee) to do this within the target restoration time applicable to the severity of the incident and the maintenance you have purchased through us. However, this may take longer if we cannot safely or promptly access your site. We will charge you for the replacement device at the then current recommended retail price published by the accredited device manufacturer, less any applicable discount set out in your agreement with us.

Online alarm view

- 14.30 Online alarm view is a Managed WAN option available for an additional charge if you have a Customised Managed WAN Product. Online alarm view is a web-based application that provides you with views of network incidents. It is only available with standard, comprehensive, link watch and managed carriage service tiers and you can view

the information in near real time online via any web browser. We aim to update alarms every 30 seconds.

14.31 When your network is commissioned, you can arrange access to your online alarm view by contacting our help desk.

14.32 We filter the alarms to be displayed to you to remove irrelevant information.

Monthly activity report

14.33 We provide you with a monthly activity report that details activity of your Managed WAN service. The report contains the following:

- a) your closed trouble tickets including reported time, restored time and cause of incidents;
- b) system closed alarms, including reported time, restored time and incident cause;
- c) closed planned interruptions;
- d) completed minor service changes and applicable charges; and
- e) completed request for information.

Consultancy and audit services

14.34 You can ask us to perform consultancy services (including baselining) and audits on your network for an additional charge. Requests can be made through our help desk.

Network management system maintenance outages

14.35 Your Managed WAN service may have scheduled maintenance outages which cause temporary loss of some or all of the features of your Managed WAN service. They are scheduled to occur after standard business hours within Australia, on an as-needs basis. These outages may not necessarily affect the operation of your network but may affect our ability to detect network issues during the outage. You can request our help desk to provide you with information on the systems outage duration and restoration time. Alternatively, notification of the current or next scheduled outage can be viewed at our web site <http://www.telstra.com.au/managedwan/>.

14.36 While we use reasonable care in providing the Managed WAN service, emergency outages may occur and may be scheduled at any time (for example, due to a power outage at an exchange or if there are deficiencies in the software that cause security risk). We may not always be able to provide you with prior notice of these before they occur but will do so where we reasonably can.

Commissioning charge (per device)	GST excl	GST incl
Hub/switch – small	\$50.00	\$55.00
Router – small	\$400.00	\$440.00
Router/switch – medium	\$525.00	\$577.50
Router/switch – large	\$675.00	\$742.50
Devices on the link watch or managed carriage service tier	\$225.00	\$247.50
Small WAN Optimisation device or router module	\$900.00	\$990.00
Medium WAN Optimisation device	\$950.00	\$1045.00
Large WAN Optimisation device	\$1,180.00	\$1298.00
WAN Optimisation Virtual Blade (per blade)	\$168.00	\$184.80

Site audit charges.

20.8 If applicable, we will charge you the site audit charges are outlined in the table below:

Site audit charges	Metro (within 50 km of GPO)		Regional (within 65 km of one of our nominated service centres)		Remote (beyond the boundaries of metro/ regional)		International
	GST excl	GST incl	GST excl	GST incl	GST excl	GST incl	
Site audit charge for each of your premises	\$400.00	\$440.00	\$600.00	\$660.00	\$1,000.00	\$1,100.00	Price on application

Installation charges

20.9 We will charge you the installation charges as outlined in the table below. If you require us to install equipment outside business hours, we may charge you an additional charge (also outlined in the table below).

20.10 The WAN Optimisation installation charges will not apply if you request a module based WAN Optimisation service at the same time as you order the router on which the WAN

AVU reports monthly charge	GST excl	GST incl
Small router (S-Rt)	\$33.00	\$36.30
Medium router (M-Rt)	\$66.00	\$72.60
Large router (L-Rt)	\$130.00	\$143.00

Enhanced Network Performance (ENP) Reporting

20.23 If you request Enhanced Network Performance Reporting, we will charge you:

ENP commissioning charge	GST excl	GST incl
For each IPSLA path, per device	\$110.00	\$121.00

ENP path monthly charge	GST excl	GST incl
For each IPSLA path, per device	\$12.00	\$13.20

Adds, moves or changes

Minor network alterations – equipment configuration file changes

20.24 For equipment configuration file changes we will charge you the charges set out in the table below for each equipment configuration file change your request:

Minor Network Alterations - equipment configuration file change charges	Change request submitted through FNC (GST incl.)	Change request submitted through help desk (GST incl.)
Simple change - Up to 5 devices	First request during 24 hour period = NIL Additional requests during 24 hour period = \$110.00 (conditions apply - see below)	\$110.00
Simple change - 6-15 devices		\$220.00
Simple change - 16-30 devices		\$330.00
Simple change - 31-50 devices		\$440.00

negligence.

Site audit charges

21.8 If applicable, we will charge you the site audit charges outlined in the table at 20.8 above.

Charges for Capacity Management (optional written report)

21.9 If applicable, we will charge you the capacity management charges outlined in the table below, depending on your selected service term.

	Service term of your Managed WAN Standard Product Bundle		
	1 year	2 years	3 years
Capacity management charge per month (GST excl):	\$40.12	\$37.76	\$35.40

Additional features on your network and upgrades

21.10 If you request us to install additional features on your network, we will charge you for any necessary software and any installation costs.

21.11 If you request or agree to a hardware upgrade, we will charge you for any necessary hardware upgrade.

Adds, moves or changes

21.12 We may charge you an additional charge for any adds, moves or changes to your network or network design.

21.13 If your service tier is managed we will provide you with up to four equipment configuration file changes (other than those that we classify as complex changes) for your selected rental equipment for each calendar month at no additional cost. If you require more than four equipment configuration file changes, we will charge you the charges set out in the table at 20.24²¹ above.

21.14 If we carry out a complex equipment configuration file change, we will charge you the charges set out in the table at 20.24 above.

Major network alterations

21.15 For any major network alterations that we provide you, we will charge the amounts set out in the table at 20.25 above. Additional charges will apply if you ask us to perform a



intellectual property rights means:

- (a) copyright, author's rights and any related or neighbouring rights (including any copyright or other exclusive right in or to any compilation or database);
- (b) all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information;
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and
- (d) any similar or corresponding rights to the foregoing wherever subsisting in the world; and
- (e) includes applications for and the right to make applications for the grant of any of the foregoing.

location is a continuous area served by one or more items of wireless equipment (whether or not all of those items serve all parts of that area).

network is described in our agreement with you, is shown on your network diagram and is made up of two or more sites interconnected using our data transmission services.

site means your premises where the equipment is located.

software is the computer programmes relating to the operation of the equipment (including firmware and application software supplied by us).

trouble ticket is issued by our help desk in response to an incident and:

- a) states the exact time an incident is reported to the help desk;
- b) states the nature and location of the incident, where you or we identify this information;
- c) tracks our activity in restoring your service,
- d) states who contacted the help desk; and
- e) has an identifying sequence number.