

Service Terms

Adaptive Networks - Business IP Adapt

1 ABOUT THIS DOCUMENT

1.1 Where this document fits into our agreement with you

- (a) This is the Business IP Adapt (or **BIP Adapt**) section of Our Customer Terms.
- (b) Unless you have a separate agreement with us which excludes them, the [General Terms of Our Customer Terms](#) apply to the provision of the Business IP Adapt service.
- (c) Certain words are used with the specific meanings set out in this section or in the General Terms of Our Customer Terms.

1.2 Inconsistencies

- (a) If the General Terms of Our Customer Terms are inconsistent with something in this Business IP Adapt section, then this Business IP Adapt section applies instead of the General Terms to the extent of the inconsistency.
- (b) If a provision of this Business IP Adapt 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.

2 SERVICE SUMMARY

2.1 What is Business IP Adapt?

- (a) Business IP Adapt is an Internet Protocol based data network solution that is comprised of network design, configuration and an IP wide area network port to your eligible Access Service at your Sites (each a **Site Service**).
- (b) Business IP Adapt is available to our retail customers throughout Australia, if network infrastructure is available. The service is not available to Telstra wholesale customers or for resale.

2.2 Service term

- (a) Your Business IP Adapt service commences when we notify you that the Business IP Adapt service (and associated Access Service) is available for use by you.
- (b) BIP Adapt is provided on a month to month basis.

2.3 Cancellation

- (a) If your Access Service is cancelled, your Business IP Adapt service will also be cancelled, with effect from the date of cancellation of your Access Service.

3 CHARGES

3.1 List Prices

- (a) Unless otherwise agreed in writing, the charges for your Business IP Adapt service are published in Telstra Connect.

4 INCLUSIONS

4.1 Access Services

- (a) In order to make use of a Business IP Adapt service, you will need to have an approved Access Service.
- (b) If you select fully redundant access for any of your Site Services, you may configure both connections to be in the "active-active" configuration which means they both carry traffic in normal use when both connections are functioning. You must ensure that your equipment is configured such that the aggregate traffic you transfer across the two links at any one time does not exceed your subscribed Access Service bandwidth. If you exceed the subscribed

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bandwidth, we may charge you for your additional bandwidth usage or move your Access Service to a higher bandwidth plan.

5 ADD-ONS

5.1 Multicast VPN

- (a) Multicast VPN is a feature that conserves the bandwidth of your IP VPN for the carriage of single streams of information from one or more source services to multiple active receiver services simultaneously.
- (b) You may obtain Multicast VPN on compatible Site Services as set out in our Business IP Adapt data sheet from time to time.
- (c) Unless otherwise set out in this Business IP Adapt section, the terms upon which we provide Multicast VPN are set out in the Telstra IP Solutions section of Our Customer Terms.
- (d) You must pay additional charges for Multicast VPN.
- (e) If you have a Telstra Fibre Access Service, you cannot send more than the nominated bandwidth for your Site Service as Multicast traffic.
- (f) You cannot send more than 2Mbps of Multicast traffic from any single Site Service.

5.2 Call outs

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

6 SERVICE MANAGEMENT

6.1 Moves, Adds and Changes

- (a) We will implement any request for moves, adds and changes to your service, such as an increase in bandwidth, as soon as practicably possible. Please note that there may be a delay between the request and provisioning.

6.2 Service levels

- (a) We aim to meet the service levels set out in this Business IP Adapt section. However, these service levels are only indicative, and we do not guarantee that we will meet these service levels.

6.3 Service Availability

- (a) We aim to meet the following availability target each month for the Business IP Adapt service set out below:

Single Uplink	Fully Redundant
99.95%	99.995%

- (b) Service availability is calculated using the following formula:

$$\text{Service availability} = \{[(\text{HPY} - \text{POY}) - \text{OT}] / (\text{HPY} - \text{POY})\} \times 100\}$$
 where:
 HPY = the number of hours in the relevant year.
 OT = the number of outage hours for the relevant Site Service in the relevant year.
 POY = the number of hours in the planned outage period in the relevant year.

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6.4 Class of Service	
Classes	<p>(a) The classes of service are indicative of our targets for packet loss ratio, round trip transit delay and packet delay variation within the Business IP Adapt edge network.</p> <p>(b) There are two types of class of service:</p> <ul style="list-style-type: none"> (i) static; and (ii) dynamic. <p>(c) The only static class of service that is available is data transfer.</p> <p>(d) Where available, the dynamic class of service allows you to prioritise your traffic. The priorities are:</p> <ul style="list-style-type: none"> (i) multimedia class of service; (ii) interactive class of service; or (iii) data transfer class of service.
Packet Loss Ratio	<p>(e) The packet loss ratio is the percentage of packets lost when traffic travels through the Business IP Adapt edge network.</p> <p>(f) We measure the admitted committed traffic (packets) into the Business IP Adapt edge network and the delivered committed traffic (packets) out of the Business IP Adapt edge network over a monthly period. We calculate a number of sample packet loss ratios based upon the results of each measurement using the following formula: Sample packet loss ratio (%) = $((B - A) / B) \times 100$ where: A = the delivered committed traffic (packets) out of the Business IP Adapt edge network. B = the admitted committed traffic (packets) into the Business IP Adapt edge network.</p> <p>(g) Our target is that 99% of the samples will have a packet loss ratio of less than or equal to the value set out below for the relevant service. <i>① For example: if a packet loss ratio value of 0.01% applies, our target is that 99% of the samples will have a packet loss ratio of less than or equal to 0.01%.</i></p>
Round trip transit delay	<p>(h) The round trip transit delay is a measure of the time taken for a 64 byte IP packet to traverse any two given nodes within the Business IP Adapt edge network.</p> <p>(i) We measure the time taken for a 64 byte IP packet to traverse any two given nodes within the Business IP Adapt edge network. We calculate a sample round trip transit delay by adding together (in milliseconds):</p> <ul style="list-style-type: none"> (i) the total time taken for the destination node to receive an IP packet from the source node (propagation delay); and (ii) the total time taken for the destination node to generate an acknowledgement message (new IP packet) that it has received the IP packet from the source (this delay also includes any delays for resequencing and resynchronisation required by the destination node); and (iii) the total time taken for the destination node to send the acknowledgment back to the source node (propagation delay). <p><i>① Note: Ingress/egress queuing and blocking delays are not included as the effect of these parameters varies based on the bandwidth of your ports.</i></p> <p>(j) Our target is that 99% of the samples will have a round trip transit delay of less than or equal to the value set out below for the relevant service. <i>① For example: if a round trip transit delay value of 20ms applies, our target is that 99% of the samples will have a round trip transit delay of less than or equal to 20ms.</i></p>
Packet delay variation	<p>(k) The packet delay variation (or Jitter) is the deviation or displacement in phased timing (RTTD timing) within the Business IP Adapt edge network.</p> <p>(l) A sample packet delay variation is calculated by deducting the minimum measured RTTD time over a one hour period from the maximum measured RTTD time over the same one hour period. <i>① Note: Ingress/egress queuing and blocking delays are not included as the effect of these parameters varies based on the bandwidth of your ports.</i></p> <p>(m) Our target is that 99% of the samples will have a packet delay variation of less than or equal to the value set out below for the relevant service. <i>① For example: if a packet delay variation of 2ms applies, our target is that 99% of the samples will have a packet delay variation of less than or equal to 2ms.</i></p>
Service levels	<p>(n) The class of service values for a Business IP Adapt service are:</p>

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Class of Service		Packet Loss Ratio	Round Trip Transit Delay (max milliseconds)	Packet Delay Variation (max milliseconds)
Static	Data Transfer	1%	35	10
Dynamic	Multimedia	0.01%	20	2
	Interactive	0.1%	20	5
	Data Transfer	1%	35	10

6.5 Response and restoration target times

(a) The following service assurance levels are indicative of our targets for response and restoration times for Business IP Adapt:

	SLA	Coverage	Response	Restore (Urban*)
Telstra Fibre	Business Plus	24x7	60 mins	12 hours

*For Rural Areas, Urban onsite restoration time plus one business day. For Remote Areas, Urban onsite restoration time plus two business days.

Service Rebates

- (b) If a restoration time exceeds a restoration target, then you are entitled to a service rebate.
- (c) Our liability to you for us failing to meet a restoration target is set out under the [General Terms of Our Customer Terms](#).
- (d) 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:
- (i) your name and address;
 - (ii) the relevant Telstra account number and service number;
 - (iii) the relevant fault reference number; and
 - (iv) the reason for dissatisfaction.
- (e) 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.
- (f) The service rebates for failing to meet the restoration times for Business IP Adapt are:

Service Level	Service Rebate
Standard – Business Plus	20% per complete hour beyond the target restoration time and capped at 100% per month per impacted Site Service. Some exclusions apply.

Premium SLAs

- (g) You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study and the terms and conditions set out in the Standard Restoration, SLA Premium and Telstra Provisioning section of Our Customer Terms.

7 DICTIONARY

7.1 Dictionary

- (a) **Access Service** means a compatible telecommunications service that is used to connect your Premises to our point of presence.
- (b) **Business Plus** option means coverage 24 hours a day, 7 days a week and has the meaning given to it in the Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms.
- (c) **Facility** includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with Business IP Adapt.

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- (d) **Premises** means any land, building, structure, vehicle or vessel which is owned, leased or occupied by you, containing a Facility or supplied equipment or any other part of the Service, or to which the Service is supplied.
- (e) **Response** means the period commencing when a valid service fault report is received by us and ending when we tell you that work has commenced to identify the cause of the fault.
- (f) **Restore** means the period commencing when a valid service fault report is received by us and we have entered all the required information from you in our systems and a fault number is generated and ending on the first to occur of:
 - (i) the service is returned to full working order; or
 - (ii) 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.
- (g) **Site** means the Premises to which a Site Service is provided.
- (h) **Urban** area means an area with a population of at least 10,000.