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## 1 About the Telstra Business SIP® section

### Our Customer Terms

- 1.1 This is the Telstra Business SIP® (“**Service**”) 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 or your separate agreement with us is inconsistent with a term in this section, then this section applies instead to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate all or part of your Service, that right is in addition to our rights to suspend or terminate your Service under the General Terms or your separate agreement with us.

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## 2 Telstra Business SIP®

### What is Telstra Business SIP®?

- 2.1 The Service provides you with an Internet Protocol (**IP**) voice service to enable you to connect and operate a fixed voice telephone system over an active broadband connection.
- 2.2 The Service is provided using Session Initiation Protocol (**SIP**) delivered as voice lines over a SIP trunk.
- 2.3 The Service consists of:
  - (a) SIP trunk phone numbers:
    - (i) 100 number range (in-dial); and / or
    - (ii) individual single phone numbers;
  - (b) SIP trunk/voice line calling capacity;
  - (c) a Telstra provided SIP Network Termination Unit (**NTU**) with or without an Integrated Services Digital Network (**ISDN**) interface to connect to your fixed voice telephone system;
  - (d) optional analogue phone numbers (individual single phone numbers only);
  - (e) optional analogue services;

- (f) optional Telstra provided Integrated Access Device (**IAD**) to connect to your analogue devices;
- (g) optional feature packs;
- (h) access to an online **Customer Management Portal**; and
- (i) a help desk to report problems with your Service, which will operate 24 hours a day, 7 days a week.

### Eligibility

2.4 To be eligible for the Service you must:

- (a) have an ABN, ACN or ARBN. We supply the Service for business purposes and you must use the Service predominantly for business purposes;
- (b) be a retail customer. Wholesale customers are not eligible for the Service;
- (c) not assign or re-supply the Service to a third party. The Service is not eligible for resale;
- (d) have access to an Australian broadband service that can be configured and dimensioned to support IP voice calls. A broadband internet service is not included as part of the Service. You must notify us if you cease to have a suitable Australian broadband service; and
- (e) have access to a fixed voice telephone system that will connect to your nominated SIP NTU. A fixed voice telephone system is not included as part of the Service.

### Voice quality

2.5 You acknowledge and agree that the Service does not come with any guarantees in relation to voice quality. It is recommended that your (separately purchased) broadband service provides a minimum of 100Kbps uncontended bandwidth per voice line in each direction to improve your Service voice quality.

### Compatibility

2.6 The Service is compatible with:

- (a) fixed voice telephone systems that include an ISDN interface:
  - (i) basic rate access (**BRA**)/basic rate interface (**BRI**);
  - (ii) primary rate access (**PRA**)/ primary rate interface (**PRI**);
- (b) native SIP connection via an IP based fixed voice telephone systems that has been accredited by Telstra. Telstra will be able to advise you if your IP based fixed voice telephone system is accredited.

### Availability and emergency calling (including priority assist)

- 2.7 You will need to meet certain minimum technical requirements to obtain the Service. You acknowledge that, from time to time, we may need to impose certain restrictions on your use of your Service. We will tell you about these minimum technical requirements and any applicable restrictions that we may impose at the time you apply for your Service.
- 2.8 You can only have one Service per site.
- 2.9 The Service will not work if there is an interruption to your underlying broadband service. As a result, you may be unable to dial emergency numbers such as 000.
- 2.10 You acknowledge that the Service is not suitable for people with life threatening medical conditions that require priority assistance.

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## 3 SIP Voice service

- 3.1 Your Telstra Business SIP® service's SIP trunk is comprised of phone numbers, voice lines and a calling plan.

### Phone numbers

- 3.2 Your fixed voice telephone system will only be presented with the phone numbers and voice lines provisioned against the SIP trunk.
- 3.3 Your Service's SIP trunk can support:
- (a) 100 number range (in-dial) of 100 contiguous numbers; or
  - (b) individual single numbers.
- 3.4 Your Service can be configured with either 100 number range numbers, individual single numbers or a mix of both.
- 3.5 The Service can support up to a maximum of 300 telephone numbers.
- 3.6 You will incur a monthly charge for each telephone number you use with your Service

| Trunk phone numbers                       | Monthly subscription fee (per unit)<br>(ex GST) |
|---|---|
| Individual SIP number                     | \$3.64  |
| In dial 100 numbers<br>(Initial range)    | \$56.82   |
| In dial 100 numbers<br>(Subsequent range) | \$27.27   |

### **New Telephone Numbers**

- 3.7 If applicable, we will provide new telephone numbers to use with your Service as individual single numbers or a single or multiple 100 number range (in dial) of contiguous numbers.

### **100 number range (in dial)**

- 3.1 You cannot reduce the size of any number 100 number range associated with your Service to less than 100 telephone numbers by cancelling a proportion of your numbers. We can vary the numbers in accordance with any national regulatory policy on numbering.

### **Local number portability**

- 3.2 Local number portability is available as an option for customers who want to change their phone company and keep their existing telephone number. This process is known as porting. Service customers are able to port out numbers from Telstra to another provider, or port in numbers from another provider to Telstra subject to the requirements set out in these terms.

- 3.3 The following limitations apply to local number portability for the Service:

- (a) individual single numbers not within a 100 number range are portable;
- (b) numbers within a 100 number range used in connection with your Service cannot be ported out in blocks of less than 100 contiguous numbers. Your Service group, and all telephone numbers within your Service group, must be ported out at the same time;
- (c) partial number ranges within your Service group may be ported out if the services are re-organised into separate groups before porting and the fragment to be ported is organised into a minimum Block of 100 contiguous telephone numbers. Re-organisation of the numbers within your Service group is subject to us assessing whether it is technically feasible;
- (d) subject to clause (e) below, if you wish to port in telephone numbers from another provider to Telstra for use with your Service, the numbers must be ported in a single Block or multiple Blocks of 100 contiguous numbers. We will not accept ports in of blocks of less than 100 contiguous numbers for use with the Service; and
- (e) we may require authorisation from you, in a form approved by us, before we allow you to port in telephone numbers to your Service. We may also require additional information from you to allow us to port telephone numbers to your Service, including information which validates your right to port the telephone numbers.

- 3.4 We will not charge you to use local number portability to port in telephone numbers to your Service from other providers. You should check with the other provider for any charges and terms which apply to porting of your number from that provider.

- 3.5 If you want to cancel an existing Telstra service to take up the Service and you want to keep your current numbers you can transfer your individual numbers, or 100 number ranges (in dial) of contiguous numbers to your Service. This is subject to us assessing whether it is technically feasible. We will not accept transfers of blocks of less than 100 contiguous numbers for use with the Service other than in accordance with clause 3.3 above.

### Voice Lines

- 3.6 You must nominate the maximum number of voice lines you require at the time of signing up to your Service. The number of voice lines defines the maximum number of concurrent calls that will be provisioned against the SIP trunk group that will be available for use by your fixed voice phone system at a given site.
- 3.7 The Service can support the provisioning of up to 150 voice lines within a given SIP trunk group if requested by you.
- 3.8 You will need to ensure you select an appropriate Service NTU that can support the maximum number of voice lines that you nominate for a given Service.
- 3.9 Calls attempted to be received in excess of the maximum number of voice lines/concurrent calls will be treated with a service busy tone.
- 3.10 Calls attempted to be made in excess of the maximum number of voice lines/concurrent calls will be rejected.
- 3.11 Calls made over the SIP trunk group will incur a calling plan charge (as set out below).

### Calling Plan

- 3.12 Only one calling plan can be nominated against the SIP trunk group of your Service at a given site.
- 3.13 The calling plan options available to Service trunk group include:

| Business SIP                   | Calling plans |           |           |
|--------------------------------|---------------|-----------|-----------|
|                                | Small         | Medium    | Large     |
| Calling plans per line         |               |           |           |
| Monthly subscription fee (GST) | \$20          | \$36.36   | \$54.55   |
| Local calls                    | 20c/call      | unlimited | unlimited |
| National calls                 | 27c/call      | unlimited | unlimited |
| Mobile calls                   | 27c/min       | 27c/min   | unlimited |

### Telstra Business SIP® analogue services

- 3.14 The Service supports the provisioning of IP based voice services for use with traditional analogue devices that are separate to your fixed telephone phone system.
- 3.15 Your Telstra Business SIP® analogue service is comprised of a phone number and analogue service plan.
- 3.16 Telstra Business SIP® analogue service can only be configured with individual single phone numbers. 100 number range (in-dial) phone numbers are not supported.
- 3.17 The maximum number of Telstra Business SIP® analogue services that can be provisioned over your Service is 10.
- 3.18 Each Telstra Business SIP® analogue service must be configured against an available port on a Telstra Business SIP® IAD.
- 3.19 You will need to ensure you select an appropriate IAD that can support the maximum number of analogue services that you nominate for a given Service.
- 3.20 Telephone numbers associated with your Telstra Business SIP® analogue services cannot be used with the telephone numbers associated with the SIP trunk group of your Service. Conversely, telephone numbers associated with the SIP trunk group of your Service cannot be used with Telstra Business SIP® analogue services.
- 3.21 Each Telstra Business SIP® analogue service will incur a phone number charge and a separate analogue service plan charge.

| <b>Analogue service</b> | <b>Monthly subscription fee (per unit)<br/>(ex. GST)</b> |
|-------------------------|--|
| Analogue phone line     | \$3.64   |
| Analogue service        | \$18.18  |
| Fax line                | \$3.64   |
| Analogue service        | \$18.18  |
| EFTPOS line             | \$3.64   |
| Analogue service        | \$18.18  |
| Back to base alarm line | \$3.64   |
| Analogue service        | \$18.18  |

# Our Customer Terms

## Telstra Business SIP® section

3.22 Analogue service call charges will be rated as per the below:

| Plan (ex GST)    | Local    | National | Calls to Australian mobile service |
|------------------|----------|----------|------------------------------------|
| Analogue service | 20c/call | 27c/call | 27c/min                            |

### Optional features

3.23 You may also apply for the following optional feature packages in conjunction with your Service:

| Optional feature     | Description   | Monthly charge (ex GST) |
|----------------------|---|-------------------------|
| Mobility             | A feature pack which allows staff to work remotely while maintaining corporate identity. Includes Telstra Business Connect.   | \$9.09                  |
| Business Continuity  | Automatically detects when the network loses connectivity to your SIP NTU and reroutes calls to an alternative nominated phone number until connectivity is restored. | \$13.64                 |
| Business Line        | Designed for customers that require additional features to supplement their existing fixed telephone system.  | \$9.09                  |
| Virtual Receptionist | An intelligent voice response system to manage incoming calls.  | \$9.09                  |
| Hunt Group           | A hunt group capability to distribute calls to analogue endpoints on IADs.  | \$9.09                  |

3.24 Each optional feature package has certain fixed features, as described below. We will notify you of those fixed features and any limitations that may apply to your chosen feature package(s) at the time you apply for them.

| Feature                   | Standard (Bestowed) | Optional                 |                          |                     |
|---------------------------|---------------------|--------------------------|--------------------------|---------------------|
|                           |                     | Business Line            | Mobility                 | Business Continuity |
| Call Forwarding Always    |                     | <input type="checkbox"/> |                          |                     |
| Call Forwarding Busy      |                     | <input type="checkbox"/> | <input type="checkbox"/> |                     |
| Call Forwarding No Answer |                     | <input type="checkbox"/> | <input type="checkbox"/> |                     |



|                                   |                          |                          |                          |                          |
|-----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Call Forwarding Not Reachable     |                          |                          | <input type="checkbox"/> | <input type="checkbox"/> |
| Call Return                       |                          | <input type="checkbox"/> |                          |                          |
| Call Transfer                     |                          | <input type="checkbox"/> |                          |                          |
| Call Waiting                      | <input type="checkbox"/> |                          |                          |                          |
| Calling Line ID Delivery Blocking | <input type="checkbox"/> |                          |                          |                          |
| Calling Name Delivery             | <input type="checkbox"/> |                          |                          |                          |
| Calling Number Delivery           | <input type="checkbox"/> |                          |                          |                          |
| Customer Originated Trace         | <input type="checkbox"/> |                          |                          |                          |
| External Calling Line ID Delivery | <input type="checkbox"/> |                          |                          |                          |
| Flash Call Hold                   |                          | <input type="checkbox"/> |                          |                          |
| Internal Calling Line ID Delivery | <input type="checkbox"/> |                          |                          |                          |
| Last Number Redial                |                          | <input type="checkbox"/> |                          |                          |
| Remote Office                     |                          |                          | <input type="checkbox"/> |                          |
| Sim Ring                          |                          |                          | <input type="checkbox"/> |                          |
| Three-Way Call                    |                          | <input type="checkbox"/> |                          |                          |
| UC-One                            |                          |                          | <input type="checkbox"/> |                          |
| Voice Messaging-User              |                          |                          |                          | <input type="checkbox"/> |

- 3.25 You may request additional optional feature packages or change an existing optional feature package at any time.
- 3.26 If you wish to cancel an optional feature package, the date of cancellation will be the date we receive notification of the cancellation from you in writing.
- 3.27 Site administrators must de-allocate the feature from a service via the Service Customer Management Portal prior to submitting the request to cancel an optional feature.
- 3.28 Additional features for your Service may become available from time to time. We may notify you of such features when they become available.

### Service Customer Management Portal

- 3.29 All Service customers will be provided with access to the Service Customer Management Portal. You will need access to an active internet connection to be able to use the Customer Management Portal.
- 3.30 You will be responsible for the security of usernames and passwords associated with the Customer Management Portal.
- 3.31 The Customer Management Portal will enable you to view all of your Telstra Business SIP® services and perform service number and feature management.

3.32 From time to time maintenance is required on the Customer Management Portal. We will post a message on the login screen of the portal in advance of the maintenance event. During the maintenance event you will have access to the Customer Management Portal to manage your service with the exception of:

- (a) initiating a ISDN or PSTN service numbers; and
- (b) initiating a rollback request.

### **Migration of ISDN and PSTN services**

3.33 Migration of Telstra ISDN and PSTN service numbers to the Service is initiated via the Customer Management Portal and conducted in three phases:

- (a) outgoing calls – enables you to test outgoing calls.
- (b) incoming calls – enables you to test incoming calls
- (c) finalise – enables you to test your Service

3.34 The Customer Management Portal will enable you to perform a rollback.

- (a) a rollback request can be submitted during any phase.
- (b) a maximum of 3 rollback requests will be available that can be used during any phase. The 3 rollback limit is cumulative across the incoming calls and finalise phases.

3.35 Upon commencement of the finalisation phase we provide you with a minimum of 5 Business Days to initiate a rollback request from the day you initiate a migration. At the expiry of the finalisation phase your existing ISDN services will be cancelled and you will not be able to request a rollback.

3.36 Traffic Reporting System (Utilisation Reports) are available via the Service Customer Management Portal – Telstra offers no guarantee of access, utilisation or retention of reports due to outages of the traffic reporting system.

### **Voice encryption**

3.37 Your Service will be delivered as unencrypted voice traffic (by default) over your nominated broadband service.

3.38 Voice encryption is optional service configuration included as part of your Service:

3.39 Your administrators can specify whether voice encryption is turned on or off from within the Customer Management Portal.

3.40 You acknowledge and agree that your voice encryption settings will not take effect until after the Service NTU and optional IADs are re-booted (which incurs an outage).

### **Working services**

- 3.41 You are not required to have working services on all of the numbers associated with your Service, the remainder can be left vacant for use at a later date.

### **Changes to your Service**

- 3.42 If you ask us to make changes to your Service, we may charge you an adds, moves and changes fee, which we will notify you of at the time you apply for your Service.
- 3.43 You can increase the agreed minimum contract term for your Service and/or number of voice lines on your Service at any time without penalty.

### **Charges**

- 3.44 The charges for your Service are set out in your application form.
- 3.45 The charges for the outgoing calls, not covered by the calling plans that you make from your Service are, depending on your eligibility:
- (a) the BusinessLine Complete charges set out in the Basic Telephone Service clause of Our Customer Terms and ISDN section of Our Customer Terms; or
  - (b) the charges set out in any separate agreement you have with us.
- 3.46 When migrating to the Service from a Telstra provided ISDN service or PSTN service:
- (a) all call charges will be charged at the rates defined by your nominated Service calling plan. The initiation of the migration of your Telstra ISDN or PSTN service numbers to the Service will be available for you to select via the Customer Management Portal;
  - (b) if you are required to rollback or reverse the ISDN or PSTN number migration your call charges during this period will revert back to the original rating plan associated with your ISDN or PSTN service prior to the initiation of the migration request; and
  - (c) your ISDN or PSTN monthly service charges will be backdated to the date of the first migration request only after the migration activity has been completed.

### **Minimum commitment**

- 3.47 You must choose one of the following minimum contract terms for your Service
- (a) 12 month term;
  - (b) 24 month term;
  - (c) 36 month term;
  - (d) 48 month term; or
  - (e) 60 month term.

### Your obligations

- 3.48 If you wish to receive the Service, you must:
- (a) only use a voice system that has been accredited by us for use with the Service (except for ISDN devices which do not require accreditation);
  - (b) configure your accredited voice system in accordance with the directions and guidelines that we provide you;
  - (c) ensure that you complete all tests (including any installation tests) that we request you to do, at your own cost;
  - (d) notify us if you no longer meet the minimum technical requirements;
  - (e) comply with Telstra's acceptable use policy set out at: [www.telstraglobal.com/legal/acceptable-use-policy](http://www.telstraglobal.com/legal/acceptable-use-policy) as it may be updated from time to time
- 3.49 If you are not able to meet the eligibility requirements or your obligations for the Service, we may not be able to provide you with the Service or suspend or cancel the provision of your Service.
- 3.50 You acknowledge that if you transfer your existing public telephone access to the Service, you may experience outages to your existing service during the transfer process. You agree that we are not liable for any loss you may suffer as a result of such outages.
- 3.51 You acknowledge and agree that from time-to-time, we may need to implement planned outages to your Service for general maintenance and upgrade purposes. If we think that an outage will affect your Service, we will provide you with as much notice as reasonably practicable before commencing any planned outages.
- 3.52 Some restrictions may apply to your Service and we will notify you of these from time to time.
- 3.53 If you no longer meet the minimum technical requirements, then we may cancel your Service. If this happens, you will be responsible for re-configuring your equipment.

### Term and early termination charge

- 3.54 Your Service starts when we first supply any part of your Service to you and will continue for the term that you agree with us.
- 3.55 You may be required to pay us an early termination charge if:
- (a) you cancel your Service before the end of your agreed minimum contract term;
  - (b) you cancel more than 30% of voice lines that you have at the time you cancel them; or
  - (c) we cancel your Service because you are in breach of these terms.

- 3.56 The early termination charge, except for the supplied equipment, is an amount equal to 30% of the monthly service charges for your cancelled Service in respect of the month in which you cancel it, multiplied by the number of months (or part thereof) remaining until the end of the agreed minimum contract term. In relation to supplied equipment, the early termination charge will be 100% of the outstanding amount you owe us.
- 3.57 You agree that the early termination charge is a genuine pre-estimate of the loss we are likely to suffer if your Service (or part of it) is cancelled.
- 3.58 If you cancel your Service before the end of your agreed minimum contract term, you will need to separately cancel other services that you use in conjunction with your Service.

### Intellectual property rights

- 3.59 If we prepare any documents in relation to any part of your Service, then all Intellectual Property Rights connected with the design and those documents, including any network diagrams, management IP addresses and equipment configurations, remain with us at all times, and all information relating to documents becomes our confidential information.
- 3.60 We allow you to use, reproduce and modify the documents or other materials you receive as part of your Service only while you receive the service and only for the purpose of using the service and meeting your obligations under Our Customer Terms.
- 3.61 You allow us to use, reproduce and modify (and allow us to allow anyone else to do the same) for any purpose, anywhere in the world any materials you provide to us in connection with your Service.
- 3.62 You and we warrant to each other that our use of any materials provided by the other in relation to your Service will not infringe any other person's Intellectual Property Rights in those materials or be a misuse of any person's confidential information. You and we indemnify each other against all loss, damage, injury, claim, demand, cost or expense the other suffers or incurs as a result of any breach of the warranty above.

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## 4 Equipment

- 4.1 You may choose to have your Telstra Business SIP Service connected to your fixed voice system via a BRA, PRA or native SIP interface. If you choose this option, we will supply you with one SIP NTU per Service and any IAD (“**supplied equipment**”) at an additional cost. We will advise you of the features of the Service at the time you select this option.
- 4.2 At the time of your application, there may be a range of IADs available for connecting analogue devices. We will inform you of the range at the time you order your Service.
- 4.3 We will deliver supplied equipment to your nominated site.
- 4.4 You agree that you will inspect and be satisfied with your supplied equipment before accepting it. You should not rely on any warranties or representations we may have made as to the condition or quality of the supplied equipment.

- 4.5 You may have certain statutory rights in relation the supplied equipment, despite the fact that we obtain supplied equipment from a third party. However, even if such right are not applicable to you, if you ask us to, we will assist you to obtain the benefit of any warranties provided by the manufacturer for the supplied equipment that you purchase from us.
- 4.6 Risk of supplied equipment will transfer to you upon receipt of the supplied equipment.
- 4.7 You will have the option to pay for the SIP NTU outright or via instalments over a chosen term between 2 and 48 months.
- 4.8 Service IADs are only available under an outright purchase model.
- 4.9 Title in supplied equipment passes to you only after you have paid us in full for that supplied equipment.
- 4.10 You must not relocate your equipment (whether or not the equipment is supplied equipment) without obtaining our consent. Moving your equipment may cause problems with your Service such as incorrect call details being presented to emergency services. You agree to indemnify us against any liability we incur as a result of incorrect call details being presented to emergency services because you have moved your equipment.
- 4.11 If you move your equipment without telling us, you will be responsible for any loss that you suffer and you should be aware that we may not be able to meet any service assurance obligations that apply to your equipment as a result of you moving your equipment.
- 4.12 Although your service may support fax, EFTPOS, back to base alarm systems, medical diallers and other nonstandard dialler services and equipment, we cannot guarantee that these services and/or equipment will work or function faultlessly over your Service. Please first check with your equipment manufacturer/provider about compatibility.
- 4.13 The equipment that you use with your Service automatically checks for software upgrades and may undertake these upgrades on a regular basis. The timing of the maintenance or upgrade varies depending on the equipment type.
- 4.14 If the maintenance or upgrade relates to your SIP NTU or IAD, we will use reasonable endeavours to:
- (a) ensure that any outage occurs between the hours of 12.00am -6:00am (AEST); and
  - (b) ensure that any outage does not exceed 15 minutes.

### **Installation**

- 4.15 Your Service can be installed via a:
- (a) Telstra provided professional install;
  - (b) nominated Telstra partner install; or

- (c) customer self install.
- 4.16 The optional Telstra provided professional install option is available for a fee of \$200.00 (ex GST).
- 4.17 The Telstra provided professional install includes:
- (a) connection of the SIP NTU and IAD (if ordered) to your nominated broadband connection; and
  - (b) configuration of the SIP NTU and IAD (if ordered).
- 4.18 The Telstra provided professional installation will not cover the connection or configuration of your fixed voice telephone system to your Service.
- 4.19 The Telstra provided professional install option is available between 8am and 5pm on Business Days.

### **Your obligations**

- 4.20 You are responsible for the security of the supplied equipment once it is delivered to the site. If the supplied equipment is delivered to you prior to installation, you are responsible for making the supplied equipment available for installation. If the supplied equipment is not available for installation or if your site is not ready for installation and as a result we need to reschedule installation, we may charge you for any additional costs we incur.
- 4.21 You:
- (a) must only use the supplied equipment with the Service and in accordance with our directions;
  - (b) must provide proper accommodation for the supplied equipment less than two metres from your switching infrastructure, including:
    - (i) a power point within 1 metre of the supplied equipment for each SIP NTU prior to the date that the supplied equipment is to be installed;
    - (ii) racks or shelving in a clean, dust free, temperature controlled environment;
    - (iii) minimising electrostatic interference with the supplied equipment; and
    - (iv) a secure and dry environment for the supplied equipment where it is safe from damage or loss;
  - (c) must comply with our directions from time to time regarding the location of the supplied equipment and the environment in which it is housed;
  - (d) must take proper care of the supplied equipment to ensure that the supplied equipment is not damaged, destroyed or stolen while it is in your possession or control;

- (e) must not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the supplied equipment except by us or by a person authorised by us; and
- (f) must not remove, cover, alter or otherwise tamper with any labels affixed to the supplied equipment for the purpose of identifying the supplied equipment, warranty, service coverage or other service description.

### **Defects**

- 4.22 If a defect or fault is caused by accidental damage, operator error or improper or negligent use of the supplied equipment by you or any other person (other than us) or where you do not comply with 4.21 above, then we may repair the defect or fault at your expense. We will tell you about the costs before we repair the defect or fault.

### **Damage**

- 4.23 You must reimburse us for all costs reasonably incurred by us in installing any replacement supplied equipment, re-installing, repairing or replacing (at our option) any supplied equipment that is damaged, destroyed, lost, stolen or otherwise required as a result of your actions or your breach of Our Customer Terms. Where possible we will provide an estimate of the likely costs before incurring them.

### **Access to your premises**

- 4.24 You agree to permit us or our subcontractors to enter your premises on reasonable notice to install, inspect, maintain, repair, replace or remove the supplied equipment including, without limitation, providing safe and reasonable access, working space and facilities including heat, light, ventilation, electric current and outlets and local telephone extension, and reasonable access to your network and systems and personnel as required to carry out the installation, inspection, maintenance, repair, replacement or removal. For clarity, your obligations in this clause apply following the expiry, cancellation or termination of your Service to allow us to recover the supplied equipment.
- 4.25 You must, at your cost, provide us with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your premises.

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## **5 Service levels**

- 5.1 We aim to meet the service levels set out below. However, these service levels are only indicative and we do not guarantee that we will meet these service levels.

### **Target provisioning times**

- 5.2 Our target provisioning and change times start on the date that we have received all the information we reasonably require from you and end on the completion of provisioning.
- 5.3 Our target provisioning and change times are indicative only. Actual provisioning and change times may be affected by a number of factors including:



- (a) the availability of equipment and network infrastructure;
  - (b) you giving us sufficient and timely access to your premises and equipment in order to undertake the provisioning or change;
  - (c) the size, scale and location of your provisioning or change request; and
  - (d) any other factor that is beyond our reasonable control.
- 5.4 If your provisioning or change request is located in a rural area, different target provisioning and change times may apply. We will tell you these if you request this information.
- 5.5 We will aim, but do not guarantee, to provision a new Service involving standard installation and connection within 20 Business Days.
- 5.6 To avoid any doubt, the target provisioning time in clause 5.5 does not include any related products that you may order to support your Service.
- 5.7 Monthly scheduled outage will occur as part of product related software upgrades; these scheduled outages will impact service migrations for a 36 hour period during the upgrade process.

### Target response and restoration times

- 5.8 The standard **Service Assurance Level** for the Service is Business Plus. The terms upon which we provide services at the Business Plus Service Levels are set out in the [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#).
- 5.9 The Service Assurance Levels are indicative of our targets for response and restoration times for the Service.
- 5.10 The targets we aim to meet for restoring your service depends on whether you're in an urban, rural or remote area as these terms are defined in the Our Customer Terms referenced in clause 5.8 above.
- 5.11 Service Levels

| SLA PLAN                           | REGION | RESPONSE | RESTORE  |
|------------------------------------|--------|----------|----------|
| Business Plus                      | Urban  | 1 Hour   | 12 Hours |
| Business Plus plus 1 Business Day  | Rural  | 1 Hour   | 36 Hours |
| Business Plus plus 2 Business Days | Remote | 1 Hour   | 60 Hours |

- 5.12 You acknowledge that Enhanced Service Assurance Levels are not available for the Service.

- 5.13 Despite any other clause of Our Customer Terms, if we, in our sole discretion, consider it necessary or desirable to replace your SIP NTU to restore your Service, we will aim to replace the SIP NTU and restore your Service by the end of Business Hours on the:
- (a) Business Day following the day we commence replacement of the SIP NTU, for services located in urban areas;
  - (b) second Business Day following the day we commence replacement of the SIP NTU if you reside in a rural area; and
  - (c) third Business Day following the day we commence replacement of the SIP NTU if you reside in a remote area.
- 5.14 We may require remote access to your SIP NTU in order to restore your Service. You must provide us with that remote access to your IAD when we ask you, and the target response and restoration times set out in clauses 5.8 to 5.13 will be extended by the amount of time that lapses before you have done so.
- 5.15 As part of fault resolution process and/or network maintenance, Telstra will undertake best endeavour fault finding activities on CPE, IAD and/or the SIP NTU; Telstra will support the SIP NTU and SIP trunking provisioning and platform availability – not the access or broadband access CPE if not provided by Telstra or the attached phone system.

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## 6 Special meanings

- 6.1 The following words have the following meanings:

**Block**, in relation to a block of 100 contiguous numbers, means a range of contiguous numbers ending with the digits “00” through to “99”.

**Business Days** means Monday to Friday and excludes public holidays.

**Business Hours** means the hours between 9.00am and 5.30pm on each business day.

**Business Plus** has the meaning given to it in the [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#).

**Intellectual Property Rights** means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Customer Premises Equipment** or **CPE** Equipment located at a subscriber's premises and connected to a telecommunications service. CPE refers to devices such as telephones, routers, switches, residential gateways (RG), set-top boxes, fixed mobile convergence products, home networking adapters and Internet access gateways that enable customers to access communications service providers' services and distribute it locally such as via a local area network (LAN).