

### Part B – Standard DVN Service

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### Part B – Standard DVN Service

Certain words are used with the specific meanings set out in Part A – General, on page 9 of this Part B and in [the General Terms of Our Customer Terms](#).

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#### 1 About this Part

1.1 This is Part B of the Digital Video Network Service section of Our Customer Terms. Provisions in other parts of the Digital Video Network Service section may apply.

See clause 1 of Part A – General of the Digital Video Network Service section for more detail on how the various parts of the Digital Video Network Service should be read together.

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#### 2 Standard DVN Service

##### What is the Standard DVN Service?

2.1 The Standard DVN Service is a DVN Service that provides:

- (a) a network connection between two or more Sites as set out in the Application Form; and
- (b) any additional functionality selected in the Application Form or activated through the Telstra Control System.

##### Service types

2.2 The service types that are available for the Standard DVN Service are described in the table below or as otherwise advised by us from time to time.

Service type	Description
SD Connect	Uncompressed SD-SDI carriage to or from the local MMN
HD300 Connect	Compressed HD-SDI carriage to or from the local MMN
Native HD Connect	Native HD-SDI uncompressed carriage to or from the local MMN
ASI100 Connect	ASI carriage only to or from the local MMN
SD Link	Uncompressed connectivity between 2 customer sites for SD-SDI carriage
HD Link	Connectivity between 2 customer sites for compressed J2K HD-SDI carriage
ASI100 Link	ASI carriage only

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DVB ASI 25 Source	ASI carriage from a broadcast ready content source to the local MMN
DVB ASI 25 Destination	ASI carriage from a selected MMN source to a transmitter site
DVB ASI 25 DR Source	ASI carriage from an alternate broadcast ready content source
DVB ASI 25 DR Return	ASI carriage from transmitter returns back to central location for monitoring
Video Intercap	One way connectivity between capital city multimedia nodes, configurable to carry SD, HD, and ASI
Media Data Access (Point-to-Point)	To or from the local MMN, with 2M, 10M, 30M, 50M, 100M 200M, 500M and 1G bandwidth options
Media Data Access (Multipoint)	To or from the local MMN, with 2M, 10M 30M, 50M, 100M 200M, 500M and 1G bandwidth options
Media Data Intercap	Connects access services between 2 different states, with 2M, 10M, 100M, 1G bandwidth options
Service Redundancy	All Ethernet media data links have the option of increased redundancy by providing to customers two network interfaces with connections to two different MMNs.
Managed File Transfer	Managed application for sending or share files between sites and on-network partners. Available for use only in conjunction with Media Data Access (Multipoint) service types.

2.3 The service type of your Standard DVN Service is as set out in the Application Form.

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**3 Telstra Control System**

3.1 The Standard DVN Service includes access to an online portal to enable you to manage certain functional elements of your Standard DVN Service (**Telstra Control System**), including:

- (a) accessing certain self-serve functionality, performing configuration changes or enabling additional functionality for your Standard DVN Service;
- (b) viewing personalised information relating to your Standard DVN Service; and

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- (c) where relevant, permitting third party access to your content that is carried via your Standard DVN Service.
- 3.2 We will provide you with the details that are necessary for you to access and use the Telstra Control System.
- 3.3 You must ensure that you keep all Telstra Control System information, including login identification details and passwords used in connection with the Telstra Control System, secret and confidential.
- 3.4 You must:
- (a) not use the Telstra Control System for or in connection with any illegal or unlawful purpose;
  - (b) not use the Telstra Control System to transmit viruses, disabling code, trojan horses or other malicious code;
  - (c) not alter or remove any copyright or proprietary rights notice or identification that indicates our ownership in the Telstra Control System;
  - (d) not tamper with, hinder or reverse engineer any part of the Telstra Control System;
  - (e) not provide false information in connection with your use of the Telstra Control System;
  - (f) not use another person's details to access the Telstra Control System; and
  - (g) not attempt, or permit another person to do, any of the above acts.
- 3.5 We may, on written notice to you, suspend access to the Telstra Control System if:
- (a) you breach any of your obligations under this section of Our Customer Terms; or
  - (b) we reasonably believe that your continued access may damage, harm or otherwise impact on, or interrupt the proper functioning of, the Telstra Control System, the DVN Service or any infrastructure used by us to provide the Standard DVN Service (to you or anyone else).
- 3.6 You:
- (a) are solely responsible for your use of the Telstra Control System; and
  - (b) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, agree that we are not liable to you for any interruption or failure of the Standard DVN Service arising out of or in connection with any use of the Telstra Control System (including any configuration changes made by or on your behalf through the Telstra Control System), except to the extent the interruption or failure is caused by our negligence or breach of this section of Our Customer Terms.

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- 3.7 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, if we make available to you information through the Telstra Control System, then we will endeavour to ensure the correctness of such information, but we do not guarantee that the information will be accurate at all times.
- 3.8 No title in the Telstra Control System (or any part of it) passes to you at any time.

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#### 4 Fees and charges

- 4.1 You must pay us the following fees and charges for your Standard DVN Service:
- (a) the Implementation Fee;
  - (b) the Monthly Charge; and
  - (c) any other fees and charges set out in the Application Form or in your separate agreement with us.
- 4.2 We will commence invoicing the Fees on the earlier of:
- (a) the date the Standard DVN Service is Provisioned; and
  - (b) the date you use the Standard DVN Service for commercial use,
- unless a different date is specified in the Application Form or in your separate agreement with us, in which case we will commence invoicing the Fees on that date.
- 4.3 Except for the first invoice issued by us (which may relate to Monthly Charges payable both in advance and in arrears), we will charge you the Monthly Charges in advance (pro-rated for any part month).
- 4.4 All fees and charges are GST exclusive unless expressly stated to the contrary.

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#### 5 Term and termination

##### Minimum term

- 5.1 The minimum term for your Standard DVN Service is the service term set out in the Application Form (**minimum term**).

##### Early termination charges

- 5.2 If your Standard DVN Service is terminated before the end of its minimum term for any reason other than our material breach, we may charge you an early termination charge calculated as **25% x A x B** where:

A = the Monthly Charge for the Standard DVN Service; and

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B = the number of months (or part thereof) from the date of termination until the end of the minimum term.

5.3 If your Standard DVN Service is terminated before it has been Provisioned for any reason other than our material breach, we may charge you an early termination charge equal to the sum of:

- (a) any hardware and infrastructure costs incurred by us in connection with your Standard DVN Service; and
- (b) our project and labour costs associated with the design, construction and decommissioning of your Standard DVN Service,

up to the date of termination.

5.4 You acknowledge that each early termination charge set out in this clause 5 is a genuine pre-estimate of our loss we are likely to suffer.

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## 6 Installation

6.1 We aim to meet our target standard provisioning times for your Standard DVN Service. We measure our target standard provisioning times from the time that we receive all the information we need from you until the time we complete the Provisioning of your Standard DVN Service. The times are expressed in working days (i.e. Monday – Friday, excluding public holidays).

6.2 The target standard provisioning times for the Standard DVN Service are based on the following four categories of orders as follows:

Category of order	Target standard provisioning times
1 – Basic	15 working days
2 – Minimal	30 working days
3 – Medium	50 working days
4 – Extensive	A provisioning assessment is made on a case-by-case basis.

**Category 1 – basic:** orders that do not need any external work before installation. These orders may need minor internal software configuration.

**Category 2 – minimal:** orders that need basic onsite work to an already deployed DVN Service site.

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**Category 3 – medium:** orders involving new site build where sufficient infrastructure exists at the customer premises and network exists to the relevant Telstra exchanges.

**Category 4 – extensive:** orders that need major construction activity.

6.3 The category of order for your Standard DVN Service is set out in the Application Form.

6.4 We will notify you when we have Provisioned your Standard DVN Service.

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## 7 Service levels

### Target response and restoration times

7.1 The table below describes the different service levels of target response and restoration times that are available for the Standard DVN Service.

<b>Service Level Code</b>	<b>Target response time</b> (commencing from the time the service fault is reported to us via the DVN Service Desk)	<b>Target restoration time</b> (commencing from the time the service fault is reported to us via the DVN Service Desk)
<b>Business Plus</b>	1 hour	12 hours
<b>SC24</b>	1 hour	24 hours
<b>SC36</b>	1 hour	36 hours
<b>N5 Bronze*</b>	24 hours	48 hours

\*The N5 Bronze Service Level is only applicable to a Standard DVN Service which is made up of the Managed File Transfer service type.

7.2 The service level of target response and restoration times that apply to your Standard DVN Service are as specified in the Application Form, and we will aim to meet those target times.

7.3 In determining whether we have met the applicable target response time for a Reported Fault, we will be deemed to have responded to the fault if we notify you that:

- (a) the fault has been identified by remote diagnostics and action commenced to rectify the fault; or
- (b) the attendance at a Site by our representative is required.

7.4 In determining whether we have met the applicable target restoration time for a Reported Fault:

- (a) we will be deemed to have restored your affected Standard DVN Service on the earlier of when:

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- (i) we notify you that the fault has been rectified; or
    - (ii) your affected Standard DVN Service is restored; and
  - (b) restoration of your affected Standard DVN Service includes a temporary repair which is performed to enable use of the service before permanent restoration is effected.
- 7.5 The applicable target response time and target restoration time are extended by the length of any delay caused by you or any person in the employ, or under the control, direction or responsibility of, you or any of your related bodies corporate (including contractors, agents and visitors) (for example, a delay caused by you not providing us with access to your Site).
- 7.6 If you report a fault and you ask us to attend your Site to repair it, and we determine on reasonable grounds that the fault is not our responsibility (for example, the fault may be in your equipment), we may charge you an incorrect callout charge as specified in the Fee-For-Service Section of Our Customer Terms.

#### **Fault handling and escalation procedure**

- 7.7 A Reported Fault will be logged by the DVN Service Desk and you will be informed of the fault reference number and/or the service number.
- 7.8 The Reported Fault escalation path shall be as follows:
- (a) **Level 2 Support – Telstra’s Digital Video Operations Centre (DVOC):** Offers first level support and preliminary fault diagnostics involving performing base problem determination and collection of relevant technical information and providing regular status reports to customers. Telstra Control System troubleshooting related to software faults and functionality is provided under Level 2 support. If the Reported Fault cannot be restored via Level 2 support, then the Reported Fault will be escalated to Level 3 Support.
  - (b) **Level 3 Support – DVS:** provides support to complex customer and network technical issues and uses remote tools to remotely troubleshoot software and hardware issues. Level 3 support may involve us engaging our suppliers or DVN Engineering when required to address technical issues that cannot be resolved through existing tools and testing. Level 3 support also involves us co-ordinating firmware, software and hardware releases. If the Reported Fault cannot be restored via Level 3 support, then the Reported Fault will be escalated to Level 4 Support.
  - (c) **Level 4 Support – Suppliers/DVN Engineering:** provides detailed investigation and resolution of complex technical issues where documented solutions are not available requiring suppliers to provide and document solutions if possible.
- 7.9 The DVN Service Desk will keep you informed during the Reported Fault escalation stages. Escalation of a Reported Fault is independent of fault severity. Escalation of a Reported Fault is to occur from one level to the next when:

- (a) it is deemed necessary by us to involve higher level of expertise: or

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- (b) the duration of the Reported Fault, as determined by us, is placing Service restoration in jeopardy.

7.10 Under circumstances where spare parts may be required, the escalation times may vary.

#### Rebates

7.11 Subject to clause 7.12, if we fail to meet the applicable target restoration time for a Reported Fault, you may claim a rebate from us in accordance with this clause 7 for an amount equal to 5% of the Monthly Charge (excluding GST) for the affected Standard DVN Service for each complete hour beyond the applicable target restoration time.

7.12 The maximum amount you may claim from us for failing to meet the applicable target restoration time for Reported Faults in a particular Month is 100% of the Monthly Charge (excluding GST) for the affected Standard DVN Service.

#### Exclusions

7.13 The target response and restoration times apply only to Reported Faults determined to be within our maintenance responsibilities, and do not apply to any Planned Outages.

7.14 In order to claim a rebate from us, you must:

- (a) notify us (through the contact details we specify) in writing of our failure to rectify a Reported Fault within the applicable target restoration time, within 2 months of the date of the Reported Fault; and
- (b) at that time, provide us with details of the relevant fault reference number and the Standard DVN Service number.

7.15 Any rebate we are required to pay under this clause 7 will be applied as a credit against your next invoice or, if your Standard DVN Service has ended, will be paid within 30 days after written notice by you.

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## 8 Planned Outages

8.1 We will endeavour to provide you with at least 10 days prior notice of a Planned Outage that will affect your Standard DVN Service.

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## 9 Special meanings

9.1 The following words have the following special meanings:

**DVN Service Fee** means the per annum charges for your Standard DVN Service set out in the Application Form or in your separate agreement with us.

**Fees** means any fees and charges payable in accordance with the Digital Video Network Service section of Our Customer Terms.

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**Implementation Fee** means the implementation fee for your Standard DVN Service as set out in the Application Form or in your separate agreement with us.

**Month** means a calendar month.

**Monthly Charge** means the annual DVN Service Fee for your Standard DVN Service, divided by 12.

**Planned Outage** means an outage of the Standard DVN Service (or any part of it) which is scheduled by us and which is not caused by, or required as a result of, a fault in the Standard DVN Service or anything beyond our control.

**Provision(ed)** means, in relation to a Standard DVN Service, when the Standard DVN Service is installed.

**Reported Fault** means a fault in your Standard DVN Service that is reported to us by you via the DVN Service Desk.

**Telstra Control System** means the online portal described in clause 3.