

OUR CUSTOMER TERMS TELSTRA HOSTED VIDEO CONFERENCING

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OUR CUSTOMER TERMS

TELSTRA HOSTED VIDEO CONFERENCING

1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Telstra Hosted Video Conferencing service section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms at http://www.telstra.com.au/customerterms/bus_government.htm apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 Any right for us to suspend or terminate your Telstra Hosted Video Conferencing service in this section is in addition to our rights to suspend or terminate your Telstra Hosted Video Conferencing service under the General Terms.

2 HOSTED VIDEO CONFERENCING SERVICES

What is the Hosted Video Conferencing service?

- 2.1 The Telstra Hosted Video Conferencing service enables you to connect a fleet of Telstra Managed Video Conferencing video end points to the Telstra Hosted Video Network to access all the hosted video conferencing service features, including:
 - (a) multi-party bridging;
 - (b) gateway calling to ISDN video services; and
 - (c) tools for conference scheduling and management.
- 2.2 To acquire the Telstra Hosted Video Conferencing service, you must rent from us licensed Ports into the Telstra Hosted Video Network, providing access to all of the Telstra Hosted Video Conferencing services. The licences are concurrent and can be used across any of the compatible endpoints in your fleet of Telstra Managed Video Conferencing end points.
- 2.3 For each conference, you may select from two options when choosing your conference bridge:
 - (a) Continuous Presence conference – where all parties in the conference bridge can be seen at the one time.
 - (b) Voice Switched conference – where only the talking party in the multiparty conference is shown at the time they speak.
- 2.4 Video end points dialled into a conference via ISDN may be limited in their ability to share content due to the bandwidth limitations of typical ISDN connections, or the incompatibility of older legacy ISDN Video systems.
- 2.5 In order for ISDN video endpoints to join into a conference they must meet on the Hosted Video Conferencing bridge. There is no direct point to point calling between Hosted Video Conferencing endpoints and ISDN video endpoints unless you meet on the bridge first.

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Eligibility

- 2.6 You must separately acquire from us:
- (a) a Managed Video Conferencing service. The terms (including pricing) for your Managed Video Conferencing service are set out in the Managed Video Conferencing section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/other-services/>; and
 - (b) an IP WAN or IP MAN service. The terms (including pricing) for your Managed Video Conferencing service are set out in the IP Solutions section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/other-services/>,
- to be eligible to apply for a Telstra Hosted Video Conferencing service.

Availability

- 2.7 The Telstra Hosted Video Conferencing service is not available for resale or to Telstra wholesale customers.

3 USING YOUR TELSTRA HOSTED VIDEO CONFERENCING SERVICES

Training

- 3.1 On request you may apply for up to two hours of training on how to use your Telstra Hosted Video Conferencing service per site. We provide training via your Telstra Hosted Video Conferencing service teleconferencing facilities during business hours and for a maximum of 10 attendees. You can request us to provide further training for an additional amount which we will notify to you beforehand.
- 3.2 From time to time, we may also provide you with other on-line training or briefing sessions at no additional charge.

Restrictions on use

- 3.3 You must only use your Telstra Hosted Video Conferencing service for video conferencing. If you use your Telstra Hosted Video Conferencing service for any other purpose, we may terminate your service immediately upon notice.
- 3.4 We will only support your Telstra Hosted Video Conferencing service for video conferencing use within Australia.

Minimum Term

- 3.5 You must take the Telstra Hosted Video Conferencing service for a minimum term of 12 months.

Early Termination Charge

- 3.6 If during the minimum term, or the then current renewal term (as applicable), your Telstra Hosted Video Conferencing service is cancelled for any reason other than for our material breach, we may charge you an amount equal to 60% of the monthly charges multiplied by the number of remaining months remaining in the minimum term, or the then current renewal term (as applicable). You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

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Notification of Software updates

- 3.7 From time to time, we may provide you with email alerts regarding software updates, security issues and product information. We will use the email address that you provide us. You consent to receiving these emails.

4 INSTALLATION AND COMMISSIONING

Commissioning

- 4.1 The standard provisioning time for a Telstra Hosted Video Conferencing service is 30 business days from when we accept your order if you are located in a CBD zone or metro area. This timeframe is an indicative timeframe for the expected completion time for installation of the service, regional areas may take longer
- 4.2 If you request a required date which is sooner than 30 business days, we will endeavour to install your service sooner but cannot make a firm commitment to connect your service by the date you requested.
- 4.3 Your Telstra Managed Video Conferencing equipment must be installed before we can commission your Telstra Hosted Video Conferencing service (which includes configuring your equipment for use with the Telstra Hosted Video Conferencing service). You must make the installed equipment available to us at your nominated sites at a time we agree with you.
- 4.4 You agree that the installation and commissioning of your Telstra Hosted Video Conferencing service must be within 3 months of you submitting your application form. If your Telstra Hosted Video Conferencing service is not installed within this timeframe through no fault of ours, we may cancel your service and charge you the applicable early termination charge.

Your premises

- 4.5 So that we can provide you with your Telstra Hosted Video Conferencing service you must:
- (a) ensure that our personnel (including our sub-contractors) are provided with a safe working environment when working on your premises and your nominated sites, including sufficient working space and facilities;
 - (b) provide us with all reasonable assistance and access to information, materials, your network and systems and your nominated sites as requested by us from time to time; and
 - (c) where applicable, obtain (at your cost) all third party consents necessary for us to access and use your nominated sites and any materials requested by us.
- 4.6 It is your responsibility to ensure that your nominated sites are suitable for video conferencing.
- 4.7 It is your responsibility to provide us (and our contractors) with access to your video conference rooms, CPE accounts and passwords necessary to access your equipment and provide the Telstra Hosted Video Conferencing service. Additional fees may apply in the event that we (or our contractor) attend your premise but are unable to access your nominated sites or equipment because of a failure by you.

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- 4.8 You must ensure that you prepare your nominated sites in accordance with our instructions so that we can commission the service. You must also provide us (and any third parties assisting us) with reasonable assistance to commission the service.
- 4.9 We will tell you when we have completed the commissioning of your service. We will test the service following the commissioning to check that it is working correctly and you agree to provide us with reasonable assistance to allow us to carry out such testing.
- 4.10 We may charge you additional fees to fix problems with your equipment that we do not cause and which occur during installation.

5 CHARGES

- 5.1 The fees and charges for your Telstra Hosted Video Conferencing service are set out in your application form or separate agreement with us.
- 5.2 We do not charge you for video calls between your Telstra Hosted Video Conferencing services, and between your Telstra Hosted Video Conferencing service and the Hosted Multi-point bridging conferencing infrastructure.
- 5.3 If you make calls to other Telstra Hosted Video Conferencing services, Telstra 1 Touch Video services, and Telstra IP Telephony services outside your organisation we will charge you the applicable Business Fixed Line charges set out in the Basic Telephone Service section of Our Customer Terms (at <http://www.telstra.com.au/customer-terms/business-government/fixed-line/>) or in your separate agreement with us.
- 5.4 We charge you the following ISDN calling charges for video and audio calls originating from your Telstra Hosted Video Conferencing service:

Call type	Bandwidth	Charge per minute (GST excl.)
Local Call (Audio)	64 kbit/s	\$0.05
Local Call	128 kbit/s	\$0.11
Local Call	256 kbit/s	\$0.15
Local Call	384 kbit/s	\$0.16
Local Call	512 kbit/s	\$0.21
Local Call	768 kbit/s	\$0.32
Long Distance Call (Audio)	64 kbit/s	\$0.15
Long Distance Call	128 kbit/s	\$0.29
Long Distance Call	256 kbit/s	\$0.59
Long Distance Call	384 kbit/s	\$0.88
Long Distance Call	512 kbit/s	\$1.17
Long Distance Call	768 kbit/s	\$1.76
International Call to New Zealand (Audio)	64 kbit/s	\$1.56
International Call to New Zealand	128 kbit/s	\$3.13
International Call to New Zealand	256 kbit/s	\$6.26
International Call to New Zealand	384 kbit/s	\$9.38

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International Call to New Zealand	512 kbit/s	\$12.51
International Call to New Zealand	768 kbit/s	\$18.77
International Call (excluding New Zealand) (Audio)	64 kbit/s	\$2.57
International Call (excluding New Zealand)	128 kbit/s	\$5.15
International Call (excluding New Zealand)	256 kbit/s	\$10.29
International Call (excluding New Zealand)	384 kbit/s	\$15.43
International Call (excluding New Zealand)	512 kbit/s	\$20.58
International Call (excluding New Zealand)	768 kbit/s	\$30.87

The definitions of these call types are set out in Part A - General of the Basic Telephone Service section of Our Customer Terms (at <http://www.telstra.com.au/customer-terms/business-government/fixed-line/>).

5.5 Originating calls include calls which are:

- (a) Audio calls originated directly from your equipment; and
- (b) Video or Audio calls originating from your video conference bridge.

5.6 Incoming video and audio calls to your Telstra Hosted Video Conferencing service are charged to the party who originated the call, as set out in their applicable agreement.

5.7 You can make and receive 3G Mobile video calls using your Telstra Hosted Video Conferencing service. We charge you the following calling charges for 3G Mobile Video calls originating from your Telstra Hosted Video Conferencing service.

Call type	Bandwidth	Charge per minute (GST excl.)
Local Call	64 kbit/s	\$0.15
Long Distance Call	64 kbit/s	\$0.15
International Call to New Zealand	64 kbit/s	\$1.56
International Call (excluding New Zealand)	64 kbit/s	\$2.57

The definitions of these call types are set out in Part A - General of the Basic Telephone Service section of Our Customer Terms.

5.8 Incoming 3G Mobile Video calls to your Telstra Hosted Video Conferencing service are charged to the party who originated the call, as set out in their applicable agreement.

6 SECURITY

6.1 Depending on the service features you select we may provide you with an account name and password for each user.

6.2 You are responsible for ensuring the confidentiality of any call-in numbers, account numbers, authentication details, and passwords issued to you as part of the Telstra Hosted Video Conferencing service.

6.3 You must notify us if you suspect that your authentication details have been disclosed to another person without your consent.

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- 6.4 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable for any loss or damage that you or any other person suffer as a result of your use of the Telstra Hosted Video Conferencing service or from disclosing your account number, authentication details, password or call-in number(s), save for loss and damages suffered as a direct result of our negligence or breach of Our Customer Terms.
- 6.5 You are solely responsible for all use of the Telstra Hosted Video Conferencing service using your authentication details, regardless of whether or not the use was authorised by you.

7 SERVICE ASSURANCE

- 7.1 The following terms relating to service assurance only relate to your Hosted Video Conferencing Facilities. Any service assurance issues relating to your Managed Video Conferencing service or carriage service will be subject to the terms for that service.

Helpdesk

- 7.2 We will provide you with helpdesk support for your Telstra Hosted Video Conferencing service through the Video Conference Service Centre (**Helpdesk**).
- 7.3 You can contact the Helpdesk on 1800 011 080 between 8am – 5pm (AEST or AEDST when applicable) on business days. Calls to this number at all other times are directed to our afterhours call centre, which will pass your details to an on-call Helpdesk representative. The on-call helpdesk representative will return your call.

Service Restoration

- 7.4 Between the hours of 07:00 and 22:00 (AEST or AEDST when applicable) on business days, we will try, but do not promise, to meet the following service levels for availability of the Telstra Hosted Video Conferencing system:

Severity level	Response and update times	Restoration targets
1	Within 15 minutes from the initial report to the helpdesk	4 Hours
2	Within 15 minutes from the initial report to the helpdesk	24 Hours
3	Within 15 minutes from the initial report to the helpdesk	72 Hours

Severity 1 means that the Telstra Hosted Video Conferencing service is unavailable during or within a pre-scheduled 4 hour meeting period.

Severity 2 means that the Telstra Hosted Video Conferencing service is unavailable or severely degraded and there are meetings pre-scheduled within 24 hours.

Severity 3 means that the Telstra Hosted Video Conferencing service is unavailable or severely degraded but there are no meetings pre-scheduled for 24 hours.

* All the above times are based on AEST or AEDST (when applicable).

** All Restoration times are subject to the underlying network availability and site access and do not apply to fatal network or Equipment faults.

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- 7.5 We will not be responsible for the availability of your Telstra Hosted Video Conferencing service when you or any person accessing your Telstra Hosted Video Conferencing service has caused the fault.

Planned outages

- 7.6 From time to time we may need to implement a planned outage. This may involve us interrupting the Telstra Hosted Video Conferencing service to perform work such as network upgrades, modifications to hardware or software or testing.
- 7.7 We will use reasonable endeavours to:
- (a) provide you with at least 2 business days notice (via email or otherwise) prior to the planned outage;
 - (b) ensure that planned outages on business days are between the hours of 19:30 -06:00 (AEST or AEDST when applicable); and
 - (c) ensure that any planned outage does not exceed 10 hours per quarter in total.

8 SPECIAL MEANINGS

- 8.1 The following words have the following special meanings:

business day means any day, other than a Saturday, Sunday or recognised public holiday in the capital city of the state in which your premises are located.

Hosted Video Conferencing Facilities means the video conferencing services that are delivered by capability built into our network. These facilities include capability such as: multiparty conference bridging, scheduling and data sharing.