

# Our Customer Terms

## Telstra Managed Video Conferencing Service

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Certain words are used with the specific meanings set out on page 25 and in [the General Terms of Our Customer Terms](#) (“**General Terms**”).

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## 1 About this section

### Our Customer Terms

- 1.1 This is the Managed Video Conferencing Service section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms also 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 this section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this 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.

### When this section applies

- 1.5 This section applies if you contract for your Managed Video Conferencing Service on or after 7 November 2012.

### Cease Sale and Exit of Telstra Managed Video Conferencing Service

- 1.6 Telstra Managed Video Conferencing Service as defined in paragraphs 2.1 (a) to (h) below (Exited Services) can not be purchased by new customers from 6 September 2024. Existing customers can not add additional services, make changes to or recontract Exited Services from 31 March 2025. On and from 30 July 2026, Exited Services will be withdrawn from the market and will no longer be provided to any customers.

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## 2 Managed Video Conferencing Service

### What is the Managed Video Conferencing Service?

- 2.1 The Managed Video Conferencing Service consists of one or more of the following service components, depending on what you choose:
  - (a) equipment, which you can:
    - (i) purchase from us;
    - (ii) rent from us;
    - (iii) apply to lease from us; or

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- (iv) acquire separately, provided that the equipment has been approved by us for use with your Managed Video Conferencing Service;
- (b) planning, design, installation and commissioning;
- (c) wall mount deployment;
- (d) facilities management;
- (e) training;
- (f) software;
- (g) managed services; and
- (h) support and maintenance.

### **Access service**

- 2.2 You must separately acquire from us the access service necessary for the connection and carriage of video conference calls. We cannot provide the Managed Video Conferencing Service to you if you do not have an access service between your sites.
- 2.3 It is your responsibility to choose and maintain your access service separately. The terms (including fees and charges) for your access service are separate from and in addition to the terms (including fees and charges) for your Managed Video Conferencing Service.

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## **3 Using your Managed Video Conferencing Service**

### **Eligibility**

- 3.1 The Managed Video Conferencing Service is not available to Telstra Wholesale customers or for resale.

### **Fees and charges**

- 3.2 The fees and charges for your Managed Video Conferencing Service are set out in your application form or separate agreement with us.

### **Minimum Term**

- 3.3 You must take the Managed Video Conferencing Service for a minimum term of 12 months.

### **Cancelling your Managed Video Conferencing Service**

- 3.4 If either your Managed Video Conferencing Service or your access service is cancelled (for any reason), the other service is not cancelled automatically. You have to cancel it yourself separately.

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- 3.5 If your Managed Video Conferencing Service is cancelled before the end of your minimum term, we may charge you an amount equal to:
- (a) 50% of the monthly services charge applicable to your chosen service components, multiplied by the number of months remaining in the minimum term (this does not apply where we cancel your Managed Video Conferencing Service when you are not in breach or where you cancel your Managed Video Conferencing Service because we are in breach);
  - (b) the remaining balance of the price of any purchased equipment;
  - (c) if you rented equipment from us as part of your Managed Video Conferencing Service, 80% of the rental monthly charges, multiplied by the number of months remaining in the minimum term (this does not apply where we cancel your Managed Video Conferencing Service when you are not in breach or where you cancel your Managed Video Conferencing Service because we are in breach); and
  - (d) if you leased equipment from us as part of your Managed Video Conferencing Service, 80% of the monthly lease charges, multiplied by the number of months remaining in the minimum term (this does not apply where we cancel your Managed Video Conferencing Service when you are not in breach or where you cancel your Managed Video Conferencing Service because we are in breach).

- 3.6 You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

### Email alerts

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

### Third party suppliers

- 3.8 You acknowledge that we may purchase some components of your Managed Video Conferencing Service from third party suppliers. If one of our third party suppliers suspends, cancels or terminates a service that we rely on to provide you with your Managed Video Conferencing Service, we may:

- (a) replace or modify your Managed Video Conferencing Service; or
- (b) suspend, cancel or terminate your Managed Video Conferencing Service or the affected part.

- 3.9 We will give you as much notice as is reasonably possible in the circumstances.

### Monitoring, recording and streaming of video conferences

- 3.10 Depending on your chosen equipment, your users may be able to record and stream video conferences. You acknowledge that we (and our subcontractors) and your users may monitor your video conference (including connection status), record meetings and collect

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and use identifying information about the participants using the service, such as a name or document that is displayed, transmitted, processed, or stored as part of a meeting or meeting record.

- 3.11 Certain laws require individuals to give their prior consent to the recording of their communications and/or restrict the collection, storage and use of the information that identifies them. You agree to:
- (a) comply with all applicable laws;
  - (b) provide any reasonable assistance we request to assist us in complying with our obligations under applicable laws; and
  - (c) obtain all necessary consents and make all necessary disclosures before you or any user accesses or uses the recording or streaming capability.

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## 4 Equipment

4.1 You can:

- (a) purchase equipment from us;
- (b) rent equipment from us;
- (c) apply to lease equipment from us; or
- (d) use your own equipment, provided that the equipment has been approved by us for use with the Managed Video Conferencing Service.

### Purchase of equipment

- 4.2 If you purchase equipment from us for use with your Managed Video Conferencing Service, the following terms apply.
- 4.3 You may purchase equipment from us either by:
- (a) paying us the upfront purchase price; or
  - (b) if we agree, pay us a monthly charge over a fixed term.
- 4.4 Title to the equipment will pass to you once you have paid us in full for the equipment. Until that time, you hold the equipment on our behalf and must promptly return the equipment if we ask you to. Risk in the equipment transfers to you on delivery.
- 4.5 Until you have paid us in full for the equipment, you must treat the equipment as rental equipment and the obligations set out below in relation to rental equipment apply to you.
- 4.6 In addition to any other rights we may have, if you do not pay us the relevant charges for equipment as set out in your agreement with us, then you must:

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- (a) deliver the equipment, back to us, at your cost, in good working order and condition (reasonable wear and tear excepted) to such place in Australia as we may reasonably direct. If the equipment is being returned from outside Australia you must ensure that all applicable import and customs taxes, charges and duties are paid in full; and
- (b) if applicable, immediately pay to us any applicable early termination charge or costs associated with restoring or replacing the equipment (reasonable wear and tear excepted).

4.7 If you do not deliver the equipment as you are required, then:

- (a) we may, or our agent may, enter any sites where we believe the equipment may be located for the purpose of recovering it; and
- (b) you must pay us for any costs which we may reasonably incur in recovering or attempting to recover the equipment.

4.8 If you purchase equipment from us or use your own equipment, there is a risk that over time we may no longer support that equipment. We will notify you if this occurs. While this equipment may continue to function, we are unable to offer any guarantees as to the quality, performance or functioning of equipment which we no longer support.

### **Rental of equipment**

4.9 If you rent equipment from us, the following terms apply.

4.10 Title to the equipment does not pass to you at any time. Risk in the equipment transfers to you on delivery.

4.11 If you cancel an order for equipment after we have ordered it from our supplier, in addition to any other rights we may have, we may require you to pay us for the equipment that has been ordered.

4.12 You must take reasonable care of the equipment and agree to pay us for any damage to the equipment that is caused or contributed to by you (including any of your employees, contractors or agents). If the equipment is damaged, destroyed, lost or stolen at any time, then we may charge you an additional fee to repair or replace the equipment.

4.13 You must not modify or repair the equipment without our consent. If you make any modifications or repairs to the equipment and it impairs the condition of the equipment or diminishes its use or value, then we may charge you an additional repair fee.

4.14 If you replace any part of the equipment, you must ensure that the replacement part is of equal or better quality than the removed part.

4.15 If any part of the equipment is replaced or you add any new parts to the equipment, then that replacement or new part will become part of the equipment (and is our property). You must ensure that any replacement or new part is compatible with the equipment.

4.16 You must only use the equipment, including any replacement equipment provided by us:

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- (a) in connection with your Managed Video Conferencing Service at your nominated sites;
- (b) for the purpose for which it was designed;
- (c) in a manner that is contemplated by the manufacturer and in accordance with the manufacturer's manuals and recommendations;
- (d) in compliance with all relevant laws;
- (e) in accordance with our reasonable directions;
- (f) in a suitable environment for the correct operation of the equipment; and
- (g) with a suitable network service and must not attach or enable connection with any other incompatible equipment or service.

#### 4.17 You must:

- (a) maintain a suitable environment for the correct operation of the equipment, including the availability of necessary auxiliary services for the correct operation of the equipment;
- (b) ensure that the equipment is kept safe and secure to our reasonable satisfaction, including protecting the equipment from electrostatic interference and power surges;
- (c) ensure that the equipment is kept in good order and repair (if you do not, we may require you to reimburse us for the cost of restoring the equipment);
- (d) comply with our reasonable directions to protect our ownership of the equipment; and
- (e) allow us (or our subcontractors) to inspect the equipment on reasonable notice.

#### 4.18 You must not:

- (a) attempt to sell, dispose of or encumber the equipment in any way; or
- (b) remove, cover, alter or otherwise tamper with any labels or identifying markings on the equipment.

#### 4.19 You must promptly notify us if any equipment is lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use.

#### 4.20 If your Managed Video Conferencing Service is cancelled or terminated for any reason, then you must:

- (a) within 14 days of cancellation or termination, deliver the equipment, back to us, at your cost, in good working order and condition (reasonable wear and tear excepted) to such place in Australia as we may reasonably direct. If the



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equipment is being returned from outside Australia you must ensure that all applicable import and customs taxes, charges and duties are paid in full; and

- (b) if applicable, immediately pay to us any early applicable early termination charge or costs associated with restoring or replacing the equipment (reasonable wear and tear excepted).

4.21 If you do not deliver the equipment as you are required, then:

- (a) we (as the owner of equipment) may, or our agent may, enter any sites where we believe the equipment may be located for the purpose of recovering it; and
- (b) you must pay us for any costs which we may reasonably incur in recovering or attempting to recover the equipment.

4.22 There is a risk that over time we may no longer support your equipment. We will notify you if this occurs. On request we can recommend replacement equipment, but we cannot guarantee that this will be available at the same price as your existing equipment. While equipment may continue to function, we are unable to offer any guarantees as to the quality, performance or functioning of equipment which we no longer support.

4.23 If you rent equipment from us, at the end of your minimum term you may apply to purchase the equipment from us and we will agree a price for the equipment with you.

4.24 If you apply to purchase the equipment from us following clause 4.23 and we agree the price:

- (a) title to the equipment will pass to you once you have paid us in full for the equipment. Until that time, you hold the equipment on our behalf and must promptly return the equipment if we ask you to; and
- (b) until you have paid us in full for the equipment, the equipment will remain rental equipment and the obligations in relation to rental equipment (including payment of rental charges) will continue to apply to you.

### **Lease of equipment**

4.25 If you lease equipment from us, the following terms apply.

4.26 Title in the equipment does not pass to you until all the lease charges have been paid in full. Risk in the equipment transfers to you on delivery.

4.27 If you cancel an order for equipment after we have ordered it from our supplier, in addition to any other rights we may have, we may require you to pay us for the equipment that has been ordered.

4.28 You must take the Managed Video Conferencing Service in respect of the equipment for a minimum term of 24 months.

4.29 You must acquire support and maintenance services from us in respect of the equipment for the same minimum term as the lease.

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- 4.30 If we accept your application for additional equipment a new minimum term will apply to that equipment.
- 4.31 You must take reasonable care of the equipment and agree to pay us for any damage to the equipment that is caused or contributed to by you (including any of your employees, contractors or agents). If the lease equipment is damaged, destroyed, lost or stolen at any time, then we may charge you an additional fee to repair or replace the equipment.
- 4.32 You must not modify or repair the equipment without our consent. If you make any modifications or repairs to the equipment and it impairs the condition of the equipment or diminishes its use or value, then we may charge you an additional repair fee.
- 4.33 If you replace any part of the equipment, you must ensure that the replacement part is of equal or better quality than the removed part.
- 4.34 If any part of the equipment is replaced or you add any new parts to the equipment, then that replacement or new part will become part of the equipment (and is our property). You must ensure that any replacement or new part is compatible with the equipment.
- 4.35 You must only use the lease equipment, including any replacement equipment provided by us:
- (a) in connection with your Managed Video Conferencing Service at your nominated sites;
  - (b) for the purpose for which it was designed;
  - (c) in a manner that is contemplated by the manufacturer and in accordance with the manufacturer's manuals and recommendations;
  - (d) in compliance with all relevant laws;
  - (e) in accordance with our reasonable directions;
  - (f) in a suitable environment for the correct operation of the equipment; and
  - (g) with a suitable network service and must not attach or enable connection with any other incompatible equipment or service.
- 4.36 You must:
- (a) maintain a suitable environment for the correct operation of the equipment, including the availability of necessary auxiliary services for the correct operation of the equipment;
  - (b) ensure that the equipment is kept safe and secure to our reasonable satisfaction, including protecting the equipment from electrostatic interference and power surges;
  - (c) ensure that the equipment is kept in good order and repair (if you do not, we may require you to reimburse us for the cost of restoring the equipment);

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- (d) comply with our reasonable directions to protect ownership of the equipment; and
  - (e) allow us (or our subcontractors) to inspect the equipment on reasonable notice.
- 4.37 You must not:
- (a) attempt to sell, dispose of or encumber the equipment in any way; or
  - (b) remove, cover, alter or otherwise tamper with any labels or identifying markings on the equipment.
- 4.38 You must promptly notify us if any equipment is lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use.
- 4.39 If your Managed Video Conferencing Service is cancelled or terminated for any reason, then you must:
- (a) within 14 days of cancellation or termination, deliver the equipment, back to us, at your cost, in good working order and condition (reasonable wear and tear excepted) to such place in Australia as we may reasonably direct. If the equipment is being returned from outside Australia you must ensure that all applicable import and customs taxes, charges and duties are paid in full; and
  - (b) if applicable, immediately pay to us any early applicable early termination charge or costs associated with restoring or replacing the equipment (reasonable wear and tear excepted).
- 4.40 If you do not deliver the equipment as you are required, then:
- (a) we (as the owner of equipment) may, or our agent may, enter any sites where we believe the equipment may be located for the purpose of recovering it; and
  - (b) you must pay us for any costs which we may reasonably incur in recovering or attempting to recover the equipment.
- 4.41 There is a risk that over time we may no longer support your equipment. We will notify you if this occurs. On request we can recommend replacement lease equipment, but we cannot guarantee that this will be available at the same price as your existing equipment. While the lease equipment may continue to function, we are unable to offer any guarantees as to the quality, performance or functioning of equipment which we no longer support.

### **Your equipment**

- 4.42 For a list of equipment approved by us for use with the Managed Video Conferencing Service, please contact your Telstra representative.

### **Delivery of equipment**

- 4.43 We will use our best endeavours, but do not promise, to deliver the equipment to you on or before the date we agree to deliver or make the equipment available to you.

- 4.44 Our standard hours for delivery of equipment are during business hours. If you request us to deliver and install equipment outside business hours, we may charge you an additional charge.
- 4.45 If you cancel an order for equipment after we have ordered it from our supplier but before delivery, in addition to any other rights we may have, we may require you to pay us for the equipment that has been ordered.

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## 5 Planning, Design, Installation and Commissioning

### Planning and Design

- 5.1 Before we install and commission your Managed Video Conferencing Service, we will work with you to prepare a high level Design Plan of your Managed Video Conferencing Service, including:
- (a) a description of your telecommunications network (including any required changes to your sites and existing network);
  - (b) recommended access methods;
  - (c) hardware requirements;
  - (d) configuration, interface and system (including software) requirements;
  - (e) conferencing equipment (including room layout and design);
  - (f) site and connectivity specifications; and
  - (g) any other recommendations.
- 5.2 On request, or where we determine that installation of your Managed Video Conferencing Service is 'complex', we will work with you to prepare a detailed Design Plan of your Managed Video Conferencing Service.
- 5.3 We will notify you that that your Managed Video Conferencing Service is 'complex' if any one or more of the following are required:
- (a) any change to building works;
  - (b) complicated audio visual integration;
  - (c) deployment of video conferencing network customer premises equipment (for example, bridges or servers);
  - (d) large scale deployments;
  - (e) non-standard deployments; or

if you acquired your Managed Video Conferencing Service on and from 8 July 2011:

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- (f) the services of any third party designers or installers; or
  - (g) equipment which is designed and prefabricated overseas.
- 5.4 We will submit the Design Plan to you for your approval. Once you approve the Design Plan, any subsequent change may be considered a change of scope which could impact the overall design, charges and implementation timeframes of your Managed Video Conferencing Service.
- 5.5 You must provide us with all reasonable assistance and information we require to prepare the Design Plan, including:
  - (a) a detailed description of your sites;
  - (b) any existing network diagrams and details of any existing communications infrastructure and equipment you have; and
  - (c) provide a single point of contact for project co-ordination and resolution of on-site requirements.
- 5.6 You must ensure that all the information you provide us is accurate, complete and up to date, otherwise your Design Plan may be unsuitable and contain errors. We may charge you an additional charge for any additional work we are required to perform as a result of the information being inaccurate, incomplete or out-of-date.
- 5.7 Unless otherwise expressly stated in the Design Plan, the charges and proposed timeframes in the Design Plan exclude:
  - (a) any costs associated with delays resulting from the presence of asbestos or other hazardous materials and the removal of such material;
  - (b) installation and activation of your power cabling and carriage service;
  - (c) any costs associated with lost time due to re-scheduling, industrial disputes, or delays due to circumstances outside our reasonable control; and
  - (d) cutting channels or core holes into concrete.

### **Site survey**

- 5.8 On request, or following our recommendation, we will perform a physical site survey of the sites to assess whether they (including your network, systems, software and equipment) are suitable for your Managed Video Conferencing Service. We may charge you an additional charge for this service, as set out in your separate agreement with us.
- 5.9 If following the site survey we recommend any changes to your network, systems, software or equipment, you must make these changes before we will provide your Managed Video Conferencing Service.
- 5.10 On request, we (or our subcontractors) may assist you with modifying the sites for video conferencing. We may charge you an additional charge for this service which will be

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advised on application. You must obtain (at your cost) all necessary consents in order for us to perform this service.

### **Your sites**

- 5.11 It is your responsibility to ensure that your sites are suitable for video conferencing (including providing sufficient space, suitable power, cabling, data cabling points and electrical outlets) and ensuring that you have a suitable wall structure to mount equipment.
- 5.12 You must provide us (and our subcontractors) with sufficient access to your sites, video conference rooms, CPE accounts and passwords necessary to access your equipment and provide your Managed Video Conferencing Service. Additional charges may apply if we (or our subcontractors) attend your site but are unable to access your site or equipment because of a failure by you.
- 5.13 You must:
- (a) ensure that our personnel (and our subcontractors) are provided with a safe working environment when working on the sites, including sufficient working space and facilities;
  - (b) provide us with all assistance and access to information, materials, your network and systems at the sites as reasonably requested by us; and
  - (c) where applicable, obtain (at your cost) all third party consents necessary for us to access and use the sites and any materials requested by us.

### **Installation and commissioning**

- 5.14 We will install and commission your video conference service (including equipment) in accordance with the Design Plan. You agree to provide us with reasonable assistance during the installation and commissioning process.

### **Testing**

- 5.15 Following installation and commissioning of your Managed Video Conferencing Service, we will test it to check that it operates correctly. We will notify you when we have completed testing. You must then notify us in writing whether you consider that your Managed Video Conferencing Service is operating correctly. We will only activate your Managed Video Conferencing Service once you notify us that it is operating correctly.
- 5.16 If your Managed Video Conferencing Service does not work correctly, we will try to correct the problem, and we will retest it.. If your Managed Video Conferencing Service still does not work correctly, you may:
- (a) accept your Managed Video Conferencing Service as is, subject to the agreeing any changes to the charges to reflect any reduced level of functionality (or other deficiencies) in your Managed Video Conferencing Service; or

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- (b) cancel your Managed Video Conferencing Service without the payment of any early termination charges.

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## 6 Wall mount deployment

- 6.1 If you apply for a wall mount deployment option, you:
- (a) must ensure that your sites have an appropriately solid and stable dual panel wall with studs no further apart than one every 60 cms, certified as load-bearing sufficient to support the weight of the screens (maximum weight of one screen at 52Kg, or two screens at 104Kg) and all related cabling, brackets and other associated equipment (“Suitable Wall Structure”); and
  - (b) acknowledge and agree that you have selected a wall mount deployment option at your own risk and that to the full extent allowed by law, we do not guarantee, and are not liable in connection with, the wall mount deployment (including that the relevant wall has sufficient load bearing for the required equipment and related materials).
- 6.2 Screens larger than 60 inches are not installed as standard. If you require larger screens, please contact your Telstra representative.
- 6.3 Once we have accepted your application, we (or our subcontractor) will attend your site to begin the wall mount deployment (“Initial Site Visit”). If during the Initial Site Visit, we (or our subcontractor) reasonably determine that your site is not currently suitable for a wall mount deployment, we may contact you to arrange a subsequent site inspection (“Subsequent Site Inspection”) but this does not limit your acknowledgement above.
- 6.4 During or after the Initial Site Visit or the Subsequent Site Inspection (as applicable), we (or our subcontractor) may provide you with:
- (a) an additional wall-mount deployment fee in addition to the installation charges;
  - (b) instructions for you to remedy the site for a wall mount deployment (including instructions to ensure a Suitable Wall Structure at the site); or
  - (c) a solution other than a wall mount deployment for your Managed Video Conferencing Service (such as a standard deployment).
- 6.5 If you accept the additional wall-mount deployment fee or choose to proceed with the remedial work, prior to any installation work commencing, you must:
- (a) confirm that authorisation to proceed with a wall mount has been secured from the owner of the property (if you are not the owner), and provide this to us prior to commencement of installation;
  - (b) on request, organise for us (or our subcontractor) to meet with the building owners to discuss the wall mount (where applicable); and

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- (c) confirm to us that the site has been remedied in accordance with the instructions given above (where applicable).
- 6.6 If at any time you do not proceed with the wall mount deployment option at a particular site for any reason, or if our technician determines that a particular site is not suitable for the wall mount deployment option, you must:
  - (a) pay the charge set out in your application form or separate agreement with us for each site visit (including the Initial Site Visit and the Subsequent Site Inspection); and
  - (b) purchase the equivalent package with the standard deployment option (mounted on a stand). For example, if you had ordered an HDX7000 to be installed with 2 x 52 inch LCD screens (Wall Mounted), you agree to purchase the equivalent HDX7000 standard deployment package with 2 x 52 inch LCD screens.
- 6.7 You may apply to us for a quote to decommission the wall mount installation at the end of the contract period. Unless otherwise specified in your application form or separate agreement with us, decommissioning is not included.

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## 7 Facilities management

- 7.1 You may apply for Facility Management service for your Video Conference service either on an ongoing or a once off basis by completing and returning the application form to us at least 15 business days in advance of your preferred start date.
- 7.2 If you apply for the Facilities Management service on less than 15 business days notice, we cannot guarantee that we will meet your request.
- 7.3 If we accept your application, we will provide a video conferencing consultant at your nominated site(s) to provide assistance with your Video Conference service (such as scheduling, call initiation and problem solving, and liaising with the Telstra Helpdesk if required).
- 7.4 You must:
  - (a) ensure that our video conferencing consultant is provided with a safe working environment when working at your sites, including sufficient working space and facilities;
  - (b) provide our video conferencing consultant with all reasonable assistance and access to information, materials, your network and systems at your sites as requested by us; and
  - (c) where applicable, obtain (at your cost) all third party consents necessary for our video conferencing consultant to access and use your sites and any materials requested by us.



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### 8 Training

- 8.1 On request, we will provide you with training in relation to operating and using your video conferencing equipment for an additional charge. The level of training (including the charges for the training) will be advised on application.
- 8.2 If you acquired your Managed Video Conferencing Service on and from 8 July 2011 and you apply for training (other than basic training at the time of installation) which requires us to attend your site(s), we may charge you for any transport and accommodation costs incurred by our trainers in addition to the charges for the training.
- 8.3 We may provide you with other training at no additional charge from time to time.
- 8.4 We will include the charges for any training you request in your first bill after we have commissioned your Managed Video Conferencing Service, so you may be billed before we have delivered the training.

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### 9 Software

- 9.1 We may provide you with Software that you will need to download onto your equipment. If we do this, we will either:
- (a) grant you a non-exclusive licence to use the Software for the purpose of using your Managed Video Conferencing Service; or
  - (b) procure the right for you to use the Software, in which case the Software will be provided on the terms notified to you in your separate agreement with us.
- 9.2 If we provide you with Software, we will notify you of any Updates and New Releases to the Software when they become publicly available. We may provide you with Updates and New Releases within a reasonable period of time after we have tested them for compatibility. We may provide Updates at no charge, but may charge you an additional charge for any New Releases we provide. You can ask us questions about the installation of the Software via the helpdesk.
- 9.3 If you refuse to accept an Update or New Release as recommended by us, you acknowledge that we may not be able to provide all aspects of your Managed Video Conferencing Service, or maintain and support your Managed Video Conferencing Service.

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### 10 Managed Services

#### Asset Management

- 10.1 On request, we will maintain (updated with version control) a database to track the:
- (a) serial number;

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- (b) make and model;
- (c) description;
- (d) date of installation; and
- (e) location installed,

of all equipment managed by us as part of your Managed Video Conferencing Service (“Asset Register”).

- 10.2 You may access the information contained in the Asset Register via a web portal (where available), otherwise we will provide the information to you in a suitable text-based format on request.

### **Capacity Management**

- 10.3 On request, we will review the usage patterns across your equipment every 6 months from the date the equipment is commissioned for the purpose of monitoring the capacity of the equipment, for an additional charge. The charges for capacity management will be advised on application.
- 10.4 Once we have completed the review, we will discuss the outcomes of that review with you (including any recommendations for equipment upgrades, configuration changes and additional capacity requirements in relation to conference ports and licensing), and agree any subsequent changes to your Managed Video Conferencing Service that may be required.

### **Change Management**

- 10.5 You may request changes to your Managed Video Conferencing Service (being installations, moves, adds or changes or cancellations) by submitting a request in writing to us (“Service Change Request”), which we may accept or reject. If we reject a Service Change Request we will provide you with our reasons as to why it was rejected. If we accept a Service Change Request, it will be performed in accordance with the terms set out in the Service Change Request.
- 10.6 We will maintain a register of all Service Change Requests and make it available for review on request.

### **Reporting**

- 10.7 On request, we will provide you with the following reports for an additional charge which will be advised on application:
- (a) a monthly service report setting all faults and requests logged by the helpdesk;
  - (b) a daily system overview report which provides an overview of the status of your Video Conferencing system, setting out those endpoints and infrastructure that have triggered an alert;

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- (c) a monthly usage report; and
  - (d) a monthly telephone and queue report.
- 10.8 On request, we may provide customised reports for an additional charge which will be advised on application.

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### 11 Support, maintenance, warranty management and service level targets

- 11.1 You may select one of the following service levels:
- (a) Essentials Managed service – Business Hours;
  - (b) Essentials Managed service – Business Plus;
  - (c) Enhanced Managed service – Business Hours;
  - (d) Enhanced Managed service – Business Plus;
  - (e) Basic Managed service – Business Hours; or
  - (f) Basic Managed service – Business Plus.
- 11.2 The charges for your selected service level are set out in your application form or separate agreement with us.
- 11.3 If you do not select a service level, your Managed Video Conferencing Service will be automatically provisioned, and charged for, with Essentials Managed service – Business Hours.
- 11.4 You may select a service level independently for each video endpoint or video network device. However, if a video network device is deployed, you must select a service level for the video network device which is equal to or higher than that for any video endpoints.
- 11.5 These service levels are only available to you while your equipment is supported by us. We will notify you if your equipment becomes unsupported. In addition, the service levels are only available where the configuration and setup of your equipment is approved by us. If you modify our approved configuration or setup, these service levels will not apply to you.
- 11.6 For unsupported or modified equipment, you acknowledge that helpdesk or on-site technical support staff may not have the relevant training, expertise or qualifications to assist with your queries.
- 11.7 The table below sets out support available with each service level.

Support	Description	Essentials Managed	Enhanced Managed	Basic Managed
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		service	service	service
Helpdesk	The helpdesk may be contacted via phone (an 1800 toll free number), video or email for all faults and requests in relation to your Video Conferencing service.	√	√	√
Technical Support (Phone, Video or Email)	The helpdesk provides technical assistance via phone, video or email.	√	√	√
Technical Support (Remote diagnostics)	Following a call to the helpdesk, technicians perform remote diagnostics by connecting to the suspect equipment, allowing deeper, more accurate investigation, remote rebooting and software fixes.	X	√	X
Onsite Fix / Replace	Technicians visit on-site to fix or replace equipment.	√	√	X
Equipment warranty management	We manage the warranty benefits for the equipment we provide to you.	√	√	√

### Helpdesk and Technical Support

- 11.8 You can ask for our assistance with your Managed Video Conferencing Service via our helpdesk. The helpdesk will be available between 7am - 7pm (AEST or AEDST when applicable) on business days.
- 11.9 If you have a Business Plus service level, you may call the helpdesk 24 hours a day, 365 days a year. Between 7pm – 7am (AEST or AEDST when applicable) calls are directed to our afterhours call centre, which will pass your contact details to an on-call helpdesk representative who will return your call.
- 11.10 If you acquire equipment from us that allows for the use of peripheral devices and the peripheral devices are not purchased from us, you must contact the supplier for support of the peripheral devices. Our support is limited to equipment which is purchased, leased or rented from us, or which is otherwise approved by us.

### Fault and request management

- 11.11 The helpdesk will make an initial assessment of the fault or request, and attempt to resolve the fault or complete the request via:

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- (a) telephone, email or video conferencing; or
  - (b) remote diagnostics (where available).
- 11.12 If the helpdesk is not able to resolve the fault or complete the request, we will provide you with on-site technical support during business hours.
- 11.13 From time to time, we may engage subcontractors to perform on-site technical support on our behalf. You agree to allow our subcontractors to perform on-site technical support.
- 11.14 The helpdesk will:
- (a) log and provide a job reference number for each fault and request that you will need to reference when making any enquiries in relation to the fault or request;
  - (b) track each fault and request through to resolution or completion;
  - (c) provide regular status reports; and
  - (d) close faults and requests after confirming with you that the fault has been resolved or the request has been completed.
- 11.15 When contacting the helpdesk you must provide the following information:
- (a) contact details of your authorised contact person (including any site contact details and site address where on-site attendance is required); and
  - (b) details of the fault (such as time of occurrence, symptoms and degree of impact) or request.

### **Web Portal**

- 11.16 We may provide you with access to an online web portal which will provide you with access to reports, application forms, and other support services and tools in relation to your Managed Video Conferencing Service.

### **Alert Monitoring**

- 11.17 On request, we will provide an Alert Monitoring service provided you have the necessary equipment to support the service. An additional charge will apply for the Alert Monitoring service which will be advised on application.
- 11.18 The Alert Monitoring service consists of:
- (a) a status check for:
    - (i) basic IP connectivity of equipment; and
    - (ii) system settings as agreed;

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- (b) an update of outcomes, including actions taken to resolve any issues identified in the status check;
- (c) basic network monitoring for packet loss, latency and jitter reporting (where available); and
- (d) backup of equipment database system configuration each month (however, if an external SQL database is deployed for the equipment, then the backup will need to be managed from SQL as part of an agreed process).

11.19 If an alert indicates a fault with the equipment, we will refer the fault to the helpdesk for resolution.

### Exclusions

11.20 There are certain situations where we may charge you for on-site technical support. These include where:

- (a) you have either Essentials Managed service – Business Hours or Enhanced Managed service – Business Hours and we perform on-site technical support outside of business hours on your request;
- (b) you require on-site technical support as a result of an issue with your access service;
- (c) you require on-site technical support as a result of a failure in your equipment and the failure is due to:
  - (i) your failure to follow our (or the equipment manufacturer's) installation, operation, maintenance or other reasonable instructions;
  - (ii) any unauthorised modification or alteration to the equipment;
  - (iii) any change or alteration to our equipment configurations, firmware or software;
  - (iv) abuse, misuse, negligent acts or omissions by you or any person under your control; or
  - (v) an event outside our reasonable control;
- (d) you require on-site technical support on equipment that we do not support; or
- (e) you require on-site technical support from us and you have a Basic Managed service (which does not include on-site fix and replacement of equipment).

### Equipment warranty management

11.21 We manage the warranty benefits for the equipment we provide to you. We do not provide warranty management for equipment that you have acquired separately to your

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Managed Video Conferencing Service, even where the equipment has been approved by us for use with your Managed Video Conferencing Service.

- 11.22 Warranty management involves us liaising with the supplier of equipment on your behalf to report faults and seeking to obtain applicable warranty benefits such as repair or replacement of the faulty equipment. For example, if a part of your equipment is faulty and the warranty for your equipment specifies that you are entitled to a replacement part, we will liaise with the supplier to obtain this on your behalf.
- 11.23 We will only provide warranty management during the warranty period for the equipment. The warranty period may vary depending on the equipment.
- 11.24 The procedure for warranty management is as follows:
- (a) you must notify the helpdesk of the faulty equipment;
  - (b) we will notify the supplier of the equipment of the fault and find out from the supplier how we should proceed;
  - (c) we may direct you to send the faulty equipment to us or the supplier at your cost (if this is required by the supplier of the equipment);
  - (d) if you are entitled to a replacement part or the equipment is to be repaired, then the supplier will arrange for this through us and then send the equipment back to you; and
  - (e) a Telstra representative will install and commission the fixed or replaced equipment.
- 11.25 You acknowledge that warranty management is limited to us liaising with the supplier of the equipment on your behalf. We are not responsible for ensuring that you receive replacement parts or repair services and we are not responsible for the acts or omissions of the supplier of the equipment.
- 11.26 You are responsible for all costs and repairs in your equipment for faults that are not covered by the applicable warranty.
- 11.27 If you receive a replacement part, we (or the supplier of the equipment) may keep the part that is being replaced.
- 11.28 If required, we (or the supplier of the equipment) may temporarily loan equipment to you. On request, you must promptly return the loan equipment to us at your cost and risk. Title to the loan equipment does not pass to you at any time. Risk in the loan equipment transfers to you on delivery.

### **Service level targets**

- 11.29 We aim (but do not guarantee) to respond to requests regarding your Managed Video Conferencing Service within the time periods set out in the table below.

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	<b>Essentials Managed service - Business Hours / Enhanced Managed service – Business Hours</b>	<b>Essentials Managed service – Business Plus / Enhanced Managed service – Business Plus</b>
<b>Helpdesk Hours</b>	Mon – Fri, 7am – 7pm (AEST or AEDST when applicable)	24x7
<b>Response Time</b>	120 Minutes	60 Minutes
<b>Restore Times: Work undertaken during business hours only</b>		
<b>Urban Restore</b>	End of next business day	12 Hours
<b>Rural Restore</b>	Urban + 1 business day	Urban + 1 business day
<b>Remote Restore</b>	Urban + 2 business days	Urban + 2 business days

### Notes:

1. All Restores times are subject to the underlying network availability and the subsequent restore time of those network services. The nominated restore times do not cover equipment failure requiring replacement equipment.
2. Field time to restore for Remote sites can be improved if you hold spares at an appropriate location and acquire the appropriate training. Please discuss this option with your Telstra Account Representative.

### Service level exclusions

11.30 We will not be liable for any failure to meet a service level where the failure is due to:

- (a) an event outside our reasonable control;
- (b) any planned outages;
- (c) any acts or omissions of you (or your personnel), including any failure or delays to provide assistance or access to the sites; or
- (d) your network, systems, software or equipment that does not form part of your Managed Video Conferencing Service.

### Planned outages

11.31 From time to time we may need to implement a planned outage, which may involve us interrupting your Managed Video Conferencing Service to perform work such as critical network maintenance, system upgrades, modifications to hardware or software or testing.

11.32 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 occur on business days between 7:30pm - 6am (AEST or AEDST when applicable); and



- (c) ensure that any planned outage does not exceed 10 hours per quarter in total.

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## 12 Special meanings

- 12.1 The following words have the following special meanings:

**business day** means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your sites are located.

**business hours** means 8am -6pm (AEST or AEDST when applicable) on business days. For the avoidance of doubt, if you have Essentials Business Hours or Enhanced Business Hours, access to the Helpdesk is between 7am and 7pm (AEST or AEDST when applicable), as set out in the Service level targets table above.

**equipment** means video conferencing equipment.

**New Release** means software which has been produced primarily to provide an extension, alteration, improvement or additional functionality to the Software, such as new versions.

**Remote** means a township or community with a population of less than 200 people.

**Response time** means the time from which the incident is logged with us to the time when a resource is allocated to attend to the incident.

**Restore time** means the time from which the incident is logged with us to the time when the incident is closed.

**Rural** means a township or community with a population of 200 people or more but less than 10,000 people.

**site** means any location where the equipment is installed, or to which your Video Conferencing service is supplied.

**Software** means any software we provide you as part of your Video Conferencing service, including any software embedded in the equipment.

**Updates** means updates, bug fixes and patches to the Software, but does not include New Releases or versions of the Software or features or functionality which require additional licences.

**Urban** means a township or community with a population of 10,000 people or more.