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# Our Customer Terms

## Telstra's Enterprise Speech Solutions

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Certain words are used with the specific meanings set out in the [General Terms of Our Customer Terms](#).

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## 1 About the Enterprise Speech Solutions section

### Our Customer Terms

1.1 This is the Enterprise Speech Solutions section of Our Customer Terms. It covers the following Enterprise Speech Solutions:

- (a) Telstra Locator; and
- (b) Custom Solutions.

1.2 [The General Terms of Our Customer Terms](#) apply.

### Inconsistencies

1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Enterprise Speech Solutions section, then the Enterprise Speech Solutions section applies instead of the General Terms, to the extent of the inconsistency.

1.4 If a provision of the Enterprise Speech Solutions section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

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## 2 Enterprise Speech Solutions

### What is Telstra Locator?

2.1 Telstra Locator uses speech recognition technology to provide callers with information about your listed outlets or route callers through to your listed outlets (depending on which Telstra Locator service option you choose).

2.2 Callers access your Telstra Locator through an [Inbound Service](#) number and can either say the location of the outlet or enter the postcode of the outlet they would like to be connected to or receive information about. The options available to your callers will depend on the Telstra Locator service option you select.

2.3 You may select any of the following Telstra Locator service options:

- (a) **Telstra Locator Information** will provide callers with information about your listed outlets but will not route callers to a requested listed outlet location. Locator Information will also enable your caller to request an SMS containing information about a listed outlet if s/he is calling from a mobile phone;

- (b) **Telstra Locator Transfer** will route callers through to a particular listed outlet at the caller's request. If you have multiple outlets at a certain location, Locator Transfer will allow the caller to choose the particular outlet he or she would like to be connected to. Locator Transfer can also reroute calls if an outlet's number is busy or if the call is unanswered;
- (c) **Telstra Locator Full Feature** offers all the functionality of Telstra Locator Information and Telstra Locator Transfer. It will provide callers with information about your listed outlets, will enable your caller to request an SMS containing information about a listed outlet and will route callers through to a particular listed outlet at the caller's request.

2.4 You must also select one of the following search options:

- (a) **Standard Locality Search** which will only allow your callers to search for outlets in the State or Territory where the caller is located; and
- (b) **Interstate Locality Search** which will allow your caller to search for outlets in any State or Territory nominated by your caller at the time of his or her call.

2.5 You may also select our front end call steering feature which will allow your caller to choose whether his or her call is routed to:

- (a) one of your outlets using your Telstra Locator service; or
- (b) a direct answer point (for example, a general enquiries or sales department answer point).

You may nominate up to 7 answer points that can be selected by your callers.

2.6 Telstra Locator Information and Telstra Locator Full Feature use components of SMS Access Manager (as described in Telstra Mobile: [Part J - Enhanced Business Services](#)) to deliver SMS messages to your callers. This means that in addition to the terms and conditions outlined in this section, your use of SMS Access Manager in connection with Telstra Locator Information and Telstra Locator Full Feature is subject to the provisions outlined in Telstra Mobile: [Part J - Enhanced Business Services](#) relating to SMS Access Manager.

2.7 You understand that Telstra Locator Information and Telstra Locator Full Feature does not access all the functionality of SMS Access Manager.

### **What is a Custom Solution?**

2.8 A Custom Solution uses speech recognition technology to route callers through to your chosen destinations in response to pre-recorded prompts. Callers can also listen to your pre-recorded information and announcements.

- 2.9 We can develop a Custom Solution for you based on your requirements. Your Custom Solution will be described in your application form (or other agreement with us).
- 2.10 Callers access your Custom Solution through an [Inbound Service](#). Callers can also leave messages if you have [MessageBank](#) with your Custom Solution.

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### 3 What you also need to acquire from us

#### Requirements for your Enterprise Speech Solution

- 3.1 To enable us to provide an Enterprise Speech Solution to you, you must acquire an eligible [Inbound Service](#) directly from us (as this is required for callers to access your Enterprise Speech Solution). You must also acquire the data links and database/system interfaces we specify.

#### What happens if your Inbound Service is transferred or cancelled

- 3.2 If your eligible [Inbound Service](#) is transferred, cancelled, disconnected or suspended for any reason (whether temporarily or permanently), you must tell us as soon as possible and nominate an alternative eligible [Inbound Service](#) for your Enterprise Speech Solution.
- 3.3 If you do not nominate an alternative eligible [Inbound Service](#) within two business days, we can immediately suspend or cancel your Enterprise Speech Solution.

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### 4 Testing

#### Testing process

- 4.1 We will tell you when your Enterprise Speech Solution is ready to be tested. We may also give you instructions on how to complete your testing and the time within which you must complete your testing. Unless a different period is set out in your application form, you will have 14 days to complete your testing and report any faults you find to us.

#### If there are no faults reported within testing period

- 4.2 If you do not report any faults to us within the 14 day period (or within the period set out in your application form), you will be taken to have accepted your Enterprise Speech Solution.

#### If there are faults reported within the testing period

- 4.3 If you do report a fault to us within the 14 day period (or the period set out in your application form), you must give us enough information about the fault to enable us to take remedial action.

- 4.4 Provided you have given us enough information, we will investigate your report and endeavour to fix any fault we find.
- 4.5 Once we have fixed the fault, or if we cannot find the fault within a reasonable period, we will ask you to conduct your testing again within another 14 day period (or another period that we tell you).
- 4.6 If we find your fault but cannot fix it within a reasonable period, you may either:
- (a) accept your Enterprise Speech Solution with the fault; or
  - (b) cancel your Enterprise Speech Solution by telling us (in writing).
- 4.7 Subject to clause 9 of the General Terms for Small Business and clause 6 of the General Terms for Corporate Customers, if you cancel your Enterprise Speech Solution because of a fault we cannot fix, we will not be liable to you unless the *Competition and Consumer Act 2010* (Cth) or similar State and Territory laws provides warranties, guarantees and remedies that cannot be excluded.

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## 5 Content

### Responsibility for content

- 5.1 You are solely responsible for all the information, announcements, any SMS messages and other content associated with your Enterprise Speech Solution and for arrangements with any third parties to access that content.
- 5.2 It is your responsibility to:
- (a) prepare and maintain the content;
  - (b) deliver the content to us in the format we require;
  - (c) pay all costs associated with the content;
  - (d) obtain all consents and licences required for use of the content as part of your Enterprise Speech Solution (for example, if you wish to provide music as part of your Enterprise Speech Solution you may require a licence from the Australian Performing Rights Association); and
  - (e) ensure the content is accurate, is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe any third party rights, and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.

### **Recorded voice announcements to be in English**

- 5.3 All recorded voice announcements used as part of your Enterprise Speech Solution must be in English. If any recorded voice announcement is not in English, we may require you to give us with an accurate English translation. If you fail to do so, we may obtain our own translation at your expense.

### **No obligation on us to review content**

- 5.4 We are not required to review or edit your content. However, if we choose to do so, we can delete any content that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).

### **You must keep all content for at least 6 months**

- 5.5 You must keep all content for at least 6 months after the last date it was used as part of your Enterprise Speech Solution and must provide us with a copy of that content if we ask during that period.

### **Licence of Content**

- 5.6 You grant us a licence to use, disclose and reproduce all content and all other information you provide us for the purpose of your Enterprise Speech Solution and for planning or product development purposes.

### **Intellectual Property Indemnity**

- 5.7 You indemnify us against (and must pay us for) any loss, damage, liability, claim and expense (including, but not limited to, all legal costs and defence and settlement costs) (**Loss**) we incur or suffer that arise naturally (that is, according to the usual course of things) in connection with any claim by a third party against us that any rights of, or claimed or the subject of an application by, any other person may be, or if granted may be, infringed by the content or use of the content, except to the extent the claim or infringement is caused or contributed to by us. We must also take reasonable steps to mitigate our Loss incurred or suffered in connection with such claim or infringement.

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## **6 Use of your Enterprise Speech Solution**

### **Responsibility for use of your Enterprise Speech Solution**

- 6.1 You are solely responsible for the use (or attempted use) of your Enterprise Speech Solutions by you and/or any third party whether authorised or not.

### **Use restrictions**

- 6.2 You must only use your Enterprise Speech Solution for your own internal purposes and business operations within Australia.

- 6.3 You must not allow third parties to use any part of your Enterprise Speech Solution unless we have specifically agreed in writing. You will be responsible for use by those third parties.
- 6.4 You must not resell or provide your Enterprise Speech Solution to any other person, copy any part of your Enterprise Speech Solution for any purpose, prepare second or subsequent running versions of your Enterprise Speech Solution, permit your Enterprise Speech Solution to be distributed or transmitted from one computer to another, permit your Enterprise Speech Solution to be placed on a network, reverse engineer your Enterprise Speech Solution or make any modification to your Enterprise Speech Solution.

### **Passwords and identification codes**

- 6.5 You must keep your passwords or other identification codes for your Enterprise Speech Solution secure.

### **Capacity**

- 6.6 We can vary the numbers and/or storage capacity allocated to you. We will tell you (in writing) at least 21 days before we do so.

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## **7 Maintenance and operation**

### **Help Desk**

- 7.1 We will operate a help desk for your Enterprise Speech Solution 24 hours a day, 7 days a week (**Support Period**).
- 7.2 The help desk will be your first point of contact for reporting service difficulties and faults. We will tell you how to contact the help desk. You understand that this may change from time to time.

### **Responding to faults**

- 7.3 You understand that all service levels set out in this section are targets only.
- 7.4 Provided you notify the help desk during the Support Period (described in 7.1 above), we will aim to respond within 2 hours of receiving a report that your Enterprise Speech Solution is unavailable and will aim to restore the fault within 12 hours of receiving the fault report. This section does not apply to faults that you report relating to our Telstra Locator Online Management Tool.
- 7.5 If you have chosen to acquire one of our enhanced service assurance packages, we will aim to respond to and restore reported faults within the timeframes applicable to the enhanced service assurance package you have chosen.



- 7.6 Support in relation to the other Telstra products or services you acquire in connection with the Enterprise Speech Solution (for example Inbound Services) is not covered by this section.
- 7.7 If we determine that we need to change your Enterprise Speech Solution in order to fix a fault, we will not make the change until we have agreed that change with you (in writing). You understand that some changes may be subject to additional charges and/or additional terms and conditions.

### **Maintenance & Upgrades**

- 7.8 We may choose to maintain or upgrade our speech recognition platform and/or standard service templates for the purpose of adding new features to and/or fixing defects in the Enterprise Speech Solutions we offer.
- 7.9 We will try to minimise the impact of any maintenance on your Enterprise Speech Solution, however you understand that despite our efforts, your Enterprise Speech Solution may be affected during a period of maintenance.
- 7.10 We may require you to perform additional testing under clause 4 above following maintenance.
- 7.11 If we need to change your Enterprise Speech Solution in order for you to make use of any new service features, we will not make the change until we have agreed that change with you (in writing). You understand that some changes may be subject to additional charges and/or additional terms and conditions. If we cannot agree the change with you within a reasonable period, you may cancel your Enterprise Speech Solution by telling us in writing at least 14 days before you do so.

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## **8 Performance**

### **Availability**

- 8.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will try to ensure, but do not guarantee that your Enterprise Speech Solution will be continuous and fault free.

### **Capacity**

- 8.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will try to ensure, but do not guarantee that your Enterprise Speech Solution has sufficient capacity to deal with the volume of calls agreed with you.
- 8.3 You understand that any peak in calls above the agreed capacity may affect the availability and quality of your Enterprise Speech Solution and the Enterprise Speech Solutions we provide to our other customers.

### **Scheduled outages**

- 8.4 If we need a scheduled outage, we will try to:
- (a) provide you at least 48 hours notice;
  - (b) help you redirect your calls during the period of the scheduled outage; and
  - (c) ensure that scheduled outages do not exceed 10 hours per calendar quarter in total.
- 8.5 It is your responsibility to manage your telecommunications traffic in the event of any outage.

### **Tuning**

- 8.6 We will continue to monitor the performance of your Enterprise Speech Solution once it is running. We routinely check grammar coverage and recognition accuracy, and if we determine it is necessary, we will tune the recognition parameters to improve the performance of your Enterprise Speech Solution.

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## **9 Ownership**

- 9.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the Enterprise Speech Solution.
- 9.2 You must not take any action that jeopardises our (or our licensors') rights in or related to the Enterprise Speech Solution.
- 9.3 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the Enterprise Speech Solution, including any improvement or development of the Enterprise Speech Solution.
- 9.4 You must promptly do anything that we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors') name.
- 9.5 You are not entitled to receive a copy of or own any part of the solution design of your Enterprise Speech Solution, dialogue call flows associated with your Enterprise Speech Solution and/or the source code of any software associated with your Enterprise Speech Solution.

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## 10 Recordings and Call Information

### We may take recordings

- 10.1 We may randomly take recordings of user responses to the pre-recorded prompts provided with your Enterprise Speech Solution in order to monitor, maintain or upgrade the quality of our Enterprise Speech Solutions.
- 10.2 If we do so:
- (a) we may include a recorded voice announcement in your Enterprise Speech Solution which informs users that we may use their responses for these purposes; and
  - (b) we will anonymise those recordings and not retain them any longer than necessary.

### Call information

- 10.3 You acknowledge that we are prohibited from providing you information that would enable a customer or telephone line to be identified where that customer has requested that we block their calling line identification (CLI). Accordingly, any call information we provide you in connection with your Enterprise Speech Solution will not include the last four digits of the relevant telephone numbers.

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## 11 Minimum Contract Term

### Minimum Contract Term

- 11.1 The minimum contract term for your Enterprise Speech Solution will be 12 months unless otherwise set out in your application form (or other agreement with us).

### Cancelling your Enterprise Speech Solution

- 11.2 You may cancel your Enterprise Speech Solution at any time by telling us (in writing).

### Changing your Telstra Locator Service Option

- 11.3 You may upgrade your Telstra Locator service option to a Telstra Locator service option with a higher installation charge at any time by telling us (in writing) without restarting the applicable minimum contract term or paying us an early termination charge.
- 11.4 If you upgrade your Telstra Locator service option to a Telstra Locator service option with a higher installation charge you must pay us the difference between the installation charge paid by you for your original Telstra Locator service option and the installation charge for your new Telstra Locator service option.

- 11.5 Your new monthly rental charges and usage charges will be effective from implementation into our billing systems.
- 11.6 You may not downgrade your Telstra Locator service option to a Telstra Locator service option with a lower installation charge during its minimum contract term without terminating the Telstra Locator service option, paying us the applicable early termination charge and recontracting your new Telstra Locator service option for a new minimum contract term.

### **Early Termination Charge**

- 11.7 If your Enterprise Speech Solution is cancelled during your minimum contract term for any reason other than our material failure, we may require you to pay an early termination charge as follows:
- (a) For Telstra Locator, an amount equal to the Monthly Rental Charges for your Telstra Locator multiplied by 50% of the period remaining in your minimum contract term, or as otherwise agreed between us (acting reasonably) and you.
- 11.8 You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

### **When your contract ends**

- 11.9 At the end of your minimum contract term, we will continue to provide your Enterprise Speech Solution until:
- (a) you cancel your Enterprise Speech Solution by telling us (in writing); or
  - (b) we cancel your Enterprise Speech Solution by telling you (in writing).

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## **12 Charges Generally**

- 12.1 Unless otherwise specified in your application form, we will bill the charges for your Enterprise Speech Solution against the [Inbound Service](#) associated with your Enterprise Speech Solution.
- 12.2 In addition to the charges for your Enterprise Speech Solution, you must pay us for the other telecommunications services we provide in connection with your Enterprise Speech Solution (such as your [Inbound Service](#)).

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## **13 Charges for Telstra Locator**

### **Installation Charges (once-off)**

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- 13.1 We charge you the following once off installation charge for your Telstra Locator depending on which Telstra Locator service option you choose:

<b>Telstra Locator Service Option</b>	<b>Installation Charge (incl GST)</b>
Telstra Locator Information	\$3,300
Telstra Locator Transfer	\$4,950
Telstra Locator Full Feature	\$6,600

### *Notes*

- (a) The installation charge includes the recording of the name and location of your outlets and also includes up to 10 minutes of additional recording of promotional messages; additional charges will apply for studio recording of promotional messages in excess of 10 minutes.
- (b) The installation charge is based on you providing us all necessary data including, call scripts etc. We can assist you with dialogue design at an additional rate if you require it. Please refer to 15 below for our professional services fees.

### **Monthly Rental Charges**

- 13.2 We charge you the following rental charges (in advance) for your Telstra Locator depending on which Telstra Locator service option you choose:

<b>Telstra Locator Service Option</b>	<b>Rental Charge (incl GST)</b>
Telstra Locator Information	\$660
Telstra Locator Transfer	\$1,045
Telstra Locator Full Feature	\$1,320

### **Usage Charges**

- 13.3 We charge you the following usage charges (per minute) for your Telstra Locator depending on which Telstra Locator service option you choose:

<b>Telstra Locator Service Option</b>	<b>Charges per call (per minute) (incl GST)</b>
Telstra Locator Information	31.9¢
Telstra Locator Transfer	53.9¢

Telstra Locator Full Feature	64.9¢
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### SMS Charge for Telstra Locator Information and Telstra Locator Full Feature

- 13.4 We will charge you the following charge for each SMS sent to your callers using the Telstra Locator Information or Telstra Locator Full Feature service option:

Charges per SMS (incl GST)
14¢

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## 14 Charges for a Custom Solution

- 14.1 As each Custom Solution is different, the charges for your Custom Solution will be set out in your application form (or other agreement with us).

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## 15 Changes to your Telstra Locator

### Changes you can make via the Telstra Locator Online Management Tool

- 15.1 You may implement the following changes to your Telstra Locator without our assistance by accessing our Telstra Locator Online Management Tool:
- (a) change (Add/Modify/Delete) the content of SMS messages that will be received by your callers if you have selected the Locator Information and Locator Full Feature service option;
  - (b) change (Add/Modify/Delete) details of outlet opening hours; and
  - (c) delete outlet location details.
- 15.2 You may also add, delete or modify the details of an outlet by using our Telstra Locator Online Management Tool (except if you are changing the name of an outlet). If you do not have Telstra IN-Control, we will assist you to make any necessary modifications to your [Inbound Service](#) answer point(s) as a result of any such change.
- 15.3 We will provide you with details regarding our Telstra Locator Online Management Tool at the time of your application.
- 15.4 We will not charge you a specific Telstra Locator change fee for any changes you implement using our Telstra Locator Online Management Tool without our assistance. However, you will be required to pay our standard [Inbound Service](#) change fee if any changes you implement using our Telstra Locator Online Management Tool require us to add, delete or modify your [Inbound Service](#) answer point(s). We will not charge you our standard [Inbound Service](#) change fee if you

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have Telstra IN-Control and you use this tool to change your [Inbound Service](#) answer point(s) without our assistance.

- 15.5 If you request our assistance to implement a change to your Telstra Locator that you could otherwise implement yourself using the Telstra Locator Online Management Tool, we will charge you our professional services fee (as outlined in 19.11 below).

### Changes that require our assistance (eg changes of Vocab)

- 15.6 Any change to your Telstra Locator other than a change that you can implement yourself using our Locator Online Management Tool will incur additional charges.
- 15.7 If you require a change that you cannot implement yourself using our Telstra Locator Online Management Tool, you must submit a change request via the Telstra Locator Online Management Tool which describes the change you require.
- 15.8 We will charge you for any such change at the rate set out in the table below or agreed between us and you for those changes at the time.

Changes that require our assistance	Charge (incl GST)
Change of vocabs, including addition or modification of the Welcome Message, outlet location details, alternative outlet names, Optional Announcement Message, Information Menu (including 10 minutes of recording)	\$550 for the first 10 mins then \$110 for every 10 mins after or part thereof
Change (Modify) locality search option	\$550
Change (Add/Modify/Delete) front end call steering answer points	\$550

- 15.9 You will also be required to pay our standard [Inbound Service](#) change fee if any changes that require our assistance require us to add, delete or modify your [Inbound Service](#) answer point(s). We will not charge you our standard [Inbound Service](#) change fee if you have Telstra IN-Control and you use this tool to change your [Inbound Service](#) answer point(s) without our assistance.
- 15.10 We will also charge you our professional services fee (as outlined in 15.11 below) if at your request, we agree to implement any change described in 19.7 above outside of business hours.

### Professional Services Fee

- 15.11 We will charge you the following professional services fee where we are entitled to do so under this section:

Professional Services Fee (incl GST)
\$374 for the first hour plus \$33 per 15 minutes or part thereof after the first hour (one hour minimum)

### Training Services

- 15.12 At your request, we can provide onsite training to you if you require training in the use of our Telstra Locator Online Management Tool.
- 15.13 A description of the onsite training services we can provide to you (including any applicable charges) will be set out in your application form (or other agreement with us).

### Implementation of changes

- 15.14 If you request our assistance to implement a change to your Telstra Locator that you are able to implement yourself using the Telstra Locator Online Management Tool, we will try to implement that change within 8 business days (unless we agree otherwise). You understand that our ability to do so depends on you giving us all necessary data in the required format and helping us with the pronunciation of difficult or ambiguous names.

### Implementation of changes that you are not able to implement yourself or large volumes of changes

- 15.15 If you require us to implement a large volume of changes at any one time or a change that you are unable to implement yourself using the Telstra Locator Online Management Tool, we will notify you of how long we expect implementation to take.
- 15.16 We will try to implement the changes within that timeframe, however, you understand that our ability to do so depends on you giving us all necessary data in the required format and helping us with the pronunciation of difficult or ambiguous names.

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## 16 Changes to your Custom Solution

### Changes

- 16.1 You may request changes to your Custom Solution.
- 16.2 Any change you require to your Custom Solution will have to be agreed between us and you (in writing). You understand that some changes may be subject to additional terms and conditions.

### Charges for changes

- 16.3 As each Custom Solution is different, the charges for changes to your Custom Solution will be agreed by you and us (in writing).