

CONTENTS

1	ABOUT THIS SECTION	2
2	WHAT ARE TELSTRA BUSINESS SYSTEMS PRODUCTS AND SERVICES?	2
3	GENERAL	3
4	SALE AND INSTALLATION OF EQUIPMENT AND SERVICES	5
5	NETWORK DEVICE INSTALLATION	12
6	NETWORK DEVICE MANAGEMENT	21
7	TELSTRA INSTALL - MICROSOFT 365 BUSINESS	36
8	MANAGED MICROSOFT 365	43
9	MANAGED ENDPOINT	60
10	GENERAL IT HELPDESK	70
11	ADAPTIVE COLLABORATION PROFESSIONAL SERVICE FOR BUSINESS	78
12	SPECIAL MEANINGS	86



1 ABOUT THIS SECTION

- This is the Telstra Business Systems (TBS) Products and Services section of Our Customer 1.1 Terms.
- If you are a small business customer, these General Terms of Our Customer Terms apply. If 1.2 you are a corporate customer, these General Terms of Our Customer Terms 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 applicable General Terms of Our Customer 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 of Our Customer Terms.

2 WHAT ARE TELSTRA BUSINESS SYSTEMS PRODUCTS AND SERVICES?

Description

Availability

- 2.1 From the 27th of October 2025 PABX Hardware, Telstra Business Systems Care Priority and Telstra Business Systems Pay As You Go are no longer available for purchase by new customers. Existing customers may continue to use the service with no change until further notice.
- TBS products or services are comprised of some or all of the following: 2.1
 - TBS Equipment and Services (including associated installation and professional (a) services);
 - (b) Telstra Business Systems Care (see existing product terms at Our Customer Terms Telstra Business Systems Care);
 - (c) Network Device Installation;
 - (d) Network Device Management;
 - Telstra Install Microsoft 365 Business; and (e)
 - Managed Microsoft 365. (f)
 - Managed Cyber Security Check Point Harmony; (g)
 - (h) Managed Endpoint;



- (i) General IT Helpdesk;
- (j) T-Rooms Videoconferencing (see existing product terms at <u>Our Customer Terms -</u>
 Internet Direct and Business Broadband)
- 2.2 Your solution under Telstra Business Systems comprises the TBS Products and Services set out in your Application Form.

3 GENERAL

Term

- 3.1 Our agreement with you for your solution under TBS begins on the date that we accept your signed Application Form for your solution under TBS ('**Start Date**') and continues until it is terminated in accordance with these terms or all of your TBS Products and Services have either expired or have been terminated in accordance with these terms.
- 3.2 Unless otherwise set out in your Application Form or these terms, each of your TBS Products and Services will continue to be billed on a month to month basis on the existing terms (including price) at the end of the applicable minimum term set out in the relevant Application Form, unless either party notifies the other (at least 30 days before any automatic extension) that it does not want the service to extend automatically.

Services and Payment

- 3.3 The TBS Products and Services must be ordered, supplied and billed against the nominated accounts agreed by the parties.
- 3.4 If you dispute an invoice, you need not pay the disputed amount until the dispute is resolved, however you must pay all undisputed amounts by the due date.
- 3.5 If you do not pay any amount due under this Agreement on time, we may:
 - (a) on 7 days' notice, decrease or withdraw any off-tariff or discounted pricing for those Services until all unpaid amounts are paid; and
 - (b) charge you interest (calculated on a daily basis) at an annual rate equivalent to the Official Cash Rate set by the Reserve Bank of Australia plus 5%, on any unpaid amounts.
- 3.6 If your Application Form specifies a minimum volume or amount for one or more of the TBS Products and Services ('Relevant Services') in a Quarter, and you do not achieve at least 90% of that minimum volume or amount, we may on 7 days' notice decrease or withdraw any off-tariff or discounted pricing for the Relevant Services for any subsequent Quarters until you achieve in a subsequent Quarter 100% of the minimum volume or amount for the Relevant Service (based on the previous off-tariff or discounted pricing in the relevant Application Form). For the purposes of this Agreement, "Quarter" means 3 calendar months beginning on the first day that your off-tariff or discounted pricing is implemented into our billing systems and each 3 calendar month period after that.



Annual CPI Adjustment

- 3.7 This clause applies if you sign up for or recontract your TBS Products and Services on or after 21 February 2024 and you purchase managed services with a minimum contract term of 12 months or longer:
 - (a) The prices for the managed services will remain fixed during the first 12 months from the commencement of the contract term ("**Start Date**").
 - (b) At any time after the first 12 months, we may, by giving you reasonable advance notice, increase the prices for a managed service by a percentage amount no greater than CPI (rounded to the nearest dollar), provided that we only exercise this price increase right no more than once in any 12-month period.
 - (c) In this clause, **CPI** means the percentage annual change in the Consumer Price Index All Groups weighted average for the 8 capital cities as published by the Australian Bureau of Statistics (ABS) immediately before the date of our price increase notice.

Invoicing

- 3.8 Subject to clause 3.8, the TBS Products and Services you order will be invoiced from the completion date specified on the signed Customer Acceptance Certificate, which confirms your acceptance of the work completed by us in the engagement. If a minimum term applies, the minimum term begins on the completion date specified in the Customer Acceptance Certificate.
- 3.9 We reserve the right to invoice you for your TBS Products and Services before you sign a Customer Acceptance Certificate if you do not sign and return one within a reasonable period of us completing the applicable Service Deliverables. In this instance, if a minimum term applies, the minimum term will begin upon commencement of billing for your TBS Products and Services.

Termination

- 3.10 If for any reason our agreement with you for any of the TBS Products and Services expires or is terminated:
 - (a) you must pay us all outstanding invoices by the due date and within 30 days of request for payment, all other amounts outstanding as at the date of, or arising as a result of, expiry, termination or cancellation (including any applicable early termination charges); and
 - (b) all rights a party has accrued before expiry, termination or cancellation continue.
- 3.11 If for any reason our agreement with you for any of the TBS Products and Services expires or is terminated, clauses 3.10 and 3.12 3.17 continue in full force and effect.

General

3.12 You must not disclose any of our technical, operational, billing, pricing or other commercially confidential information to any third party without our consent.



- 3.13 You agree that we may send commercial electronic messages (including information about our products and services) to each of the electronic addresses for which you are the account holder, unless you tell us otherwise.
- 3.14 You and we agree to use best endeavours to resolve in good faith any disputes or claims concerning our agreement with you for the TBS Products and Services. If the parties cannot resolve the dispute, the parties must try to resolve it by mediation administered by the Australian Commercial Disputes Centre according to its Mediation Guidelines before starting court proceedings (except for urgent injunctive or declaratory relief).
- 3.15 Our agreement with you for the TBS Products and Services is governed by the laws of the Australian State or Territory in which your principal place of business is located. Each party submits to the non exclusive jurisdiction of the courts of that place and the courts of appeal from them.
- 3.16 We may sub-contract any or all of the services to be performed in connection with the TBS Products and Services without your prior consent.
- 3.17 If you lease customer premise equipment ('**CPE**') through a financier approved by us your nominated account invoice may include a rental component for a specific period for that CPE which you agree to pay us. By paying us the rental component your obligations for that rental component is satisfied for that period. Our right under the <u>General Terms of Our Customer Terms</u> to terminate your Service if you don't pay an invoice includes a failure to pay any finance charges included in the invoice.

CallN Service

3.18 If you acquire the CallN Service from us, in connection with your solution under TBS or otherwise, the terms and conditions set out at www.telstra.com.au/customerterms/business-government, Other Services, CallN section will govern the provision of your CallN Service.

4 SALE AND INSTALLATION OF EQUIPMENT AND SERVICES

Sale of Equipment

- 4.1 We will provide you with the Telstra Supplied Equipment as detailed in your Application Form (if any), on the terms and conditions in this clause 4.
- 4.2 We agree that:
 - (a) we will deliver the Telstra Supplied Equipment in accordance with the delivery conditions set out below;
 - (b) on the later of:
 - (i) you signing a Customer Acceptance Certificate as contemplated in clause 4.40; or
 - (ii) payment of the Equipment Purchase Price and the Installation Price to us,



- we will transfer title and ownership of the Telstra Supplied Equipment to you free from any mortgage, charge, lien, pledge or other encumbrance; and
- (c) you accept that all responsibility and risk in the Telstra Supplied Equipment passes from us to you on Delivery.

4.3 You agree that:

- (a) we reserve the right to repossess the Telstra Supplied Equipment or suspend any Installation and TBS Professional Services you are also receiving from us (and reconnection fees may apply) if you do not pay the Equipment Purchase Price or the Installation Price in full in accordance with your agreement with us for your solution under TBS; and
- (b) you grant us an irrevocable licence for our employees, agents or contractors to enter the Sites or other premises where the Telstra Supplied Equipment is located with reasonable notice (and you must obtain permission for us to enter such premises) in order to repossess that Telstra Supplied Equipment pursuant to clause 4.3(a).
- 4.4 It is your obligation to ensure the adequacy of the security of the Telstra Supplied Equipment on your premises including preventing fraudulent intrusions into and/or unauthorized use of the Telstra Supplied Equipment and to take all reasonable steps to prevent unauthorised disclosure of any passwords.
- 4.5 You acknowledge that if we require you to pay part of the Equipment Purchase Price and Installation Price prior to the Start Date you have paid that amount. If so, you will only be required to pay us the remainder of the Equipment Purchase Price and the Installation Price.
- 4.6 Unless specified otherwise, if the terms set out in this section of Our Customer Terms allow us to impose extra charges for services we will only perform such services after obtaining your agreement to pay the extra charges. You must pay any extra charges properly incurred.
- 4.7 If you cancel an order for Telstra Supplied Equipment after we have ordered it for you but before Delivery (unless you are terminating your agreement with us for your TBS Products and Services for our material breach), in addition to any other rights we may have, we may, at our sole discretion, require you to pay for the Telstra Supplied Equipment that has been ordered for you or the reasonable expenses we have incurred up to the date that you cancel your order. If we require you to pay for the Telstra Supplied Equipment that has been ordered, you will be entitled to keep the Telstra Supplied Equipment that you have paid for.

Lease or Rent of Telstra Supplied Equipment and Services

- 4.8 We acknowledge that you may enter into financing or leasing arrangements with respect to the Equipment Purchase Price and Installation Price.
- 4.9 In connection with any financing or leasing arrangements made by you, you can procure the financier to pay us the Equipment Purchase Price and Installation Price for Telstra Supplied Equipment you acquire from us and we agree to accept such payment from your financier. If the financier fails to pay us, you agree to pay any amount not paid.

TBS Repayment Option



- 4.10 Under the TBS repayment option (**'TBSRO'**), you must pay us for the Telstra Supplied Equipment by monthly instalments as set out in your Application Form on the terms and conditions in this section of Our Customer Terms.
- 4.11 To be eligible for the TBSRO:
 - (a) your application must be approved by us; and
 - (b) if we have requested it, you must enter into a managed services agreement with us for the relevant site.
- 4.12 You must make a separate application to us if you wish to apply the TBSRO to further equipment or services. The eligibility criteria in clause 4.11 will apply. If we approve an application for further equipment or services, a new TBSRO Charge will apply.
- 4.13 Title to the equipment supplied to you under the TBSRO will pass to you when you have paid the whole of the TBSRO Charge but not before.
- 4.14 You acknowledge and agree that, if you apply for the TBSRO, we or our agents will perform investigations of your credit worthiness.
- 4.15 You understand and acknowledge that the total TBSRO Charge for eligible equipment and services will be greater than if you paid for the same equipment and services upfront.
- 4.16 You must seek independent advice concerning:
 - (a) the matters in clause 4.15; and
 - (b) which payment option for the Telstra Supplied Equipment (sale, lease, rent or TBSRO) is best for you, and you acknowledge that you have not relied on any opinion or advice that we or our dealers may have given you concerning payment options.
- 4.17 The terms and conditions of the TBSRO apply in addition to those of any other agreement that you have entered into with us.
- 4.18 If this agreement is terminated for any reason or you do not pay any monthly instalment of the TBSRO Charge in accordance with your agreement with us, you must pay us the TBSRO Early Termination Charge within 30 days of our invoice.

Installation and TBS Professional Services

4.19 We will provide you Installation and TBS Professional Services (if any) as detailed in your Application Form on the terms and conditions in this section of Our Customer Terms. A description of the TBS Professional Services that we will provide (if any) is set out in clauses 4.20 - 4.38 below.

Delivery

- 4.20 You acknowledge that the supply of the Telstra Supplied Equipment is subject to availability from the Supplier.
- 4.21 We will use all reasonable endeavours to deliver the Telstra Supplied Equipment to you within a reasonable timeframe and inform you of any delays in the delivery and Installation



of the Telstra Supplied Equipment.

- 4.22 You may request special delivery or Installation of the Telstra Supplied Equipment and we will use our reasonable endeavours to comply with any such requests which may incur extra costs that we will advise you of.
- 4.23 You must ensure the working environment is safe for us.

Preparation for Installation

- 4.24 Prior to the Installation of any Equipment, you must provide or ensure that your employees, contractors, or agents provide (where relevant): i) information necessary for us to configure the Equipment; and ii) a clean, dry operating environment for the Equipment within 3 metres of 240VAC General Purpose Outlet.
- 4.25 You are responsible for preparing the Site for Installation of the Equipment. If you have not done that work by the time we come to install the Equipment (on a date that is agreed with you), you agree that you will be charged a visit fee and Installation will be re scheduled.
- 4.26 You are responsible for getting any council or other approval needed for that work or the Installation work.
- 4.27 We may cancel our agreement with you for Installation and TBS Professional Services by written notice to you if you have not enabled Installation of the Equipment to take place within 60 days of the Start Date. In that event, you will pay us damages for our reasonable storage, handling, re scheduling and other administration costs as determined by us.

Timing of performance

- 4.28 We will endeavour to perform the Installation and TBS Professional Services within a reasonable timeframe.
- 4.29 We only have to perform the Installation and TBS Professional Services during Business Hours. If you want us to perform the Installation and TBS Professional Services at another time, there will be extra charges that we will advise you of.
- 4.30 You acknowledge that the performance of the Installation and TBS Professional Services is subject to provisioning of your carriage telecommunications services. If such provision is delayed, the performance of the Installation and Professional Services may also be delayed.

Installation of the Equipment

- 4.31 Standard Installation covers (where relevant): i) the installation and mounting of the Core Equipment at the Site and connection of the Core Equipment to a General Purpose Outlet; ii) any installation involving Internet Protocol ('IP') Telephone Handsets or IP Trunks; iii) the programming, acceptance testing and commissioning of the Core Equipment; iii) patching of Equipment to the existing cabling infrastructure; iv) connection of Equipment handsets to existing cabling; v) installation of Equipment rack; vi) DECT base stations; and (vii) connecting telecommunications services within the same room as the Core Equipment.
- 4.32 **Non-Standard Installation** of the Equipment includes but is not limited to: i) any additional cabling (including cable terminations) of the Equipment; ii) any variation to the



standard configuration; iii) installation involving a heritage Site; and iv) any installation of Equipment not set out in 4.31 above.

- 4.33 If the installation of your Equipment is a Non-Standard Installation we reserve the right to charge additional fees to the Installation Price. Such additional charges will be the standard charges for such services at that time as advised to you at the time by us. We will tell you what these charges are before providing the Installation to you. If you do not agree with the additional charges for the Non-Standard Installation, we will not perform (and we are not otherwise required or obligated to perform) the Installation.
- 4.34 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not responsible for any problem during an Installation unless we caused the problem or the problem is in the Telstra Supplied Equipment. If a problem occurs which we did not cause, and we have to fix it, there may be extra charges which we will advise you of. If you do not agree with the additional charges to fix the problem that we did not cause, we will not perform (and we are not otherwise required or obligated to perform) the Installation.
- 4.35 It may be necessary to change the Equipment because of a problem which we did not cause. In that case, the Installation Price may also change which we will advise you of. If you do not agree with the additional charges due to the change in Equipment, we will not perform (and we are not otherwise required or obligated to perform) the Installation.

TBS Professional Services

- 4.36 The TBS Professional Services we will provide to you are detailed in your Application Form. We may, from time to time, agree to add or remove a TBS Professional Service from the available TBS Professional Services (but this will not affect any TBS Professional Services that we have already agreed to provide to you).
- 4.37 Prior to the performance of the TBS Professional Services, you must provide or ensure that your employees, contractors, or agents provide (where relevant) information necessary for us to perform the TBS Professional Services. You must also provide us, our employees, agents or contractors with access to the Site (or any other place) to provide the TBS Professional Services.
- 4.38 For the purposes of the performance of the TBS Professional Services, you acknowledge that we own all Intellectual Property Rights in respect of any Developed Material and you assign to us all Intellectual Property Rights you may have in the Developed Material.

Limitation of Liability

- 4.39 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms:
 - (a) we are not responsible for any loss or damage to software, firmware, information or memory data of yours contained in, stored on, transmitted to or integrated with the Equipment while it is the subject of the Installation and TBS Professional Services, except to the extent caused by our (or our contractors') negligence; and
 - (b) we are not responsible for any other problem during performance of the Installation and TBS Professional Services unless we caused the problem.



Completion

4.40 At the completion of the Installation and TBS Professional Services you must sign a Customer Acceptance Certificate which will constitute your acceptance of the Installation and TBS Professional Services.

Our warranties

- 4.41 If you are a consumer as defined in the Australian Consumer Law, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (a) to cancel your service contract with us: and (b) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to a replacement or refund for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 4.42 Other than clause 4.41 the benefits under clauses 4.43 4.48 are in addition to the rights and remedies you may have under the Australian Consumer Law or other laws.
- 4.43 We warrant that the Telstra Supplied Equipment will perform in accordance with the Supplier's Specifications for 12 months from the date that you sign a Customer Acceptance Certificate as contemplated in clause 4.40. This warranty will not apply if the Telstra Supplied Equipment has:
 - (a) been altered, repaired or maintained by a person other than us;
 - (b) not been operated in a suitable environment in accordance with its specifications; or
 - been subjected to abnormal physical or electrical stress, misuse, negligence, or accident.
- 4.44 If any Telstra Supplied Equipment does not perform in accordance with clause 4.41 we will within 10 Business Days of identification of the fault repair or replace (at our option) the Telstra Supplied Equipment.
- 4.45 We will pay the cost of any parts needed to repair or replace the Telstra Supplied Equipment but, unless you have a Telstra Business Systems Care plan (as described in the Managed Voice Service Part C Telstra Business Systems Care section of Our Customer Terms), you will be responsible for additional costs such as labour and travel time calculated by reference to our standard MAC rates at that time as advised to you, or the cost of returning the Telstra Supplied Equipment to us. If you have a Maintenance Contract, those costs will be charged in accordance with the Maintenance Contract.
- 4.46 Telstra Supplied Equipment presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Telstra Supplied Equipment.
- 4.47 If Telstra Supplied Equipment you send to us for repair is capable of retaining user-generated data (e.g. telephone numbers stored on a phone), some or all of your stored data may be



lost during the process of repair. Please ensure that you have saved this data elsewhere prior to sending to us for repair.

- 4.48 To make a claim under this warranty, please contact us at 1800 181 329.
- 4.49 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, clauses 4.44 and 4.45 are your sole remedies for a breach of clause 4.43.
- 4.50 Other than the warranty in clause 4.43 and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we make no additional warranties or representations in relation to the Telstra Supplied Equipment including warranties or representations as to performance, fitness for purpose and the ability of the Telstra Supplied Equipment to operate with other items of equipment.

Your Warranty and Use of Equipment

- 4.51 You represent and warrant to us that you have full power to own property and have the power to enter into and perform your agreement with us for the TBS Products and Services and have obtained all necessary consents to enable you to do so.
- 4.52 You are solely responsible for any use of the Equipment on your premises, or any Installation and TBS Professional Services connected to the Equipment, by you or any third party, whether authorised or not.

MACS and Non-contracted Maintenance Services

- 4.53 If you request us to provide you with: a) a MAC or maintenance services or any additional services and you do not have Maintenance Contract with us; or b) where you do have a Maintenance Contract with us, a MAC or maintenance services or any additional services not covered by the Maintenance Contract, we will provide you with the MAC or maintenance services at our standard rates (for parts and labour) for such maintenance services or MAC at that time as advised by us. You must pay us for all charges properly incurred for the maintenance services or MAC performed by us in accordance with this clause 4.53.
- 4.54 You must provide us our employees, agents or contractors with:
 - (a) access to the Site (or any other place) to provide the maintenance services or MAC; and
 - (b) all assistance which is reasonably required to provide the maintenance services or MAC.
- 4.55 <u>Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms,</u> we are not responsible for any loss or damage to software, firmware, information or memory data of yours contained in, stored on, transmitted to or integrated with the Equipment while it is the subject of a MAC, except to the extent the event giving rise to the loss or damage is caused or contributed to by our (or our contractors') negligence.
- 4.56 At the completion of the maintenance services or MAC you must sign a Customer Acceptance Certificate which will constitute your acceptance of the maintenance services or MAC.



5 NETWORK DEVICE INSTALLATION

Service Summary

- 5.1 Telstra's Network Device Installation service is ideal for customers needing assistance in setting up Network Devices. A Network Device is a physical piece of hardware enabling communication between different pieces of hardware within a computer network. An example of a Network Device is a router that connects a laptop to the internet as well as to a printer in the office.
- 5.2 Customers get access to an expert local Telstra technician to set up and install Network Device(s) enabling businesses to connect with their customers and provide connectivity to their employees in the office or at home. This can be done on site or remotely. This service is for the **installation and configuration** of standard network devices, and does not include the supply, delivery, or post-provision support of devices.

What is included?

- 5.3 The service includes planning for the right hardware to use and its placement, physical setup, and configuration of the device such as security settings and testing. This installation service covers hardware purchased through Telstra. We may install your own device subject to a **Hardware Readiness Assessment** which is included in the service.
- 5.4 The service can be used to switch from an old network device or network provider where alternatives are available. We minimise the service interruption during this type of change as well as providing post installation testing to help maintain a working service.
- 5.5 Network Device Installation is available in three different packages (Basic, Standard, and Advanced) which each have different service deliverables, as set out in the table below and further described in clauses 5.7 5.27 ('Service Deliverables').

Service Deliverables	Basic	Standard	Advanced
Hardware Readiness Assessment	•	•	•
Equipment Setup & Installation (Remote or Onsite*)	•	•	•
Commissioning – General	•	•	•
Commissioning – Configure Neighbouring Connections	•	•	•
Commissioning – User Access Profiles		•	•
Commissioning – VPN services		•	•
Commissioning – Backup Carriage		•	•



Commissioning – Multi-Zone, Advanced Routing, Advanced Switching, Geo-Zoning	•	
Commissioning – Security; Malware and AV Protection	•	
Commissioning – Security; Firewall Policy, Content Filtering	•	

* Call Out Fees may apply

Service Deliverables

5.6 Customers have the choice of three (3) Engagement Plans, with different services allowing for increasing levels of complexity to meet customer's needs.

Service Basic		Standard	Advanced	
Engagement Plan	Basic: Install and Set Up of Your Device	Standard: Everything in Basic plus Network Management Configuration	Advanced: Everything in Standard plus Network Security Configuration	
Cost Incl GST	\$660	\$1,870	\$2,640	

[#] See appendix for a detailed comparison on various service packages

All Engagement Plans include the following Service Deliverables:

Basic: Install and Set Up of Your Device

5.7 Hardware Readiness Assessment

- (a) Audit of the Network Device including the vendors make, model, firmware version and maintenance agreement.
- (b) Hardware must be supported by the vendor and not be at the end-of-life (EOL).
- (c) Required for non-Telstra procured devices.
- (d) Not required if Network Device has been procured and installed by the customer's Telstra Dealer using this package.
- (e) Additional checks can include:
 - (i) Remote access management interface accessibility;
 - (ii) Recording details of equipment;
 - (iii) Recommendation for the replacement for EOL or unsupported BYOD;



- (iv) Power suitability assessment;
- (v) Cabling assessment to ensure suitability for network device installation. If not, quotation for suitable cabling to be provided, as an additional cost to the Network and Device Installation; and
- (vi) Completing checklist assessment PS-030 Pre-Service Checklist

5.8 **Equipment Setup and Installation**

- (a) Subject to the below, all packages include on-site attendance for metro locations at a scheduled time (within business hours) and includes unpacking, rack mounting, standard cabling to hardware, power on test, verify port-interface status and basic configuration of the named devices.
- (b) See **Customer Responsibilities Equipment Setup and Installation** section for installation at locations with difficult access.
- (c) See **What is not included** section for installation outside Metro areas.

5.9 **Commissioning – General**

(a) This provides checks to ensure the hardware installed meets your functional requirements, such as testing of IP connectivity, administration login, and end user connectivity.

5.10 Commissioning – Configure Neighbouring Connections on the device

- (a) We will perform configuration required to connect existing neighbouring nodes such as connecting printers, Wi-Fi devices and smart devices to link to the network device. Where an existing network is being utilised, existing IP address configuration will be used to reduce change impact wherever practical.
- (b) **Basic**: includes configuration of the new network device and successful testing of connectivity up to 3 different device types on the customer network (e.g. Firewall, PC, Printer).
- (c) **Standard**: includes configuration of up to 5 existing devices (nodes).
- (d) **Advanced**: includes configuration of up to existing 10 devices (nodes).
- (e) The **Standard and Advanced** packages include connecting devices via trunking, switch port VLAN tagging, router connecting to a firewall and setup of DMZ (Demilitarized Zone) segments.

Standard: User Access Controls and Network Management

In addition to the Basic Plan Services Deliverables, the Standard Plan includes Network Controls and Management, which refers to making sure all your Wi-Fi connected devices e.g. printers are connected to the Network Device being installed.



Commissioning – User Access Profiles 5.11

- This adds another level of security to the customer network to determine which users (a) and devices have authorized permissions to connect to the installed device. Access is either accepted or rejected based on a set of parameters and policies that are configured on the network device to be installed. The additional advanced configuration parameters for a policy-based access control may include:
 - User access control, authentication to a third party (Active Directory / Radius / (i) TACACS integration) to a primary and standby host, if applicable;
 - (ii) Determine who has access to what areas of the network;
 - (iii) Location access control;
 - (iv) Remote access profiles;
 - (v) Configure the allowed connected device limits per user; and
 - (vi) How third-party partners that interact with each other.

User Access Profiles for standard and advance packages allow up to **five** group access profiles.

5.12 Commissioning - VPN (Virtual Private Network) Services

- This Service Deliverable comprises defining, establishing and testing a new VPN on (a) network hardware (router or security appliance):
 - Multisite LAN LAN VPN Setup and integration into a private network (see (i) clauses 5.17 - 5.27 below for **what is not included**);
 - Client VPN access point Service includes setting up a VPN access point for (ii) client VPN access.
- Setup and testing of VPN client software not in scope. The Service Delivery Partner (b) will provide the connection details that can be used to set up a VPN client later. If further assistance is required with VPN clients, customers can request Prepaid Support.

Commissioning - Failover Carriage 5.13

(a) This Service Deliverable includes configuration for internet or private WAN failover as well as the configuration and testing of carriage backup via external port/interface for failover if available. Testing for automated failover and failback to your primary carriage is included. The Advanced package includes failover between devices.

Advanced: Network Security Configuration

In addition to the Standard Plan Service Deliverables, the Advanced Plan includes network security configuration.



5.14 Commissioning – Multi-Zone, Advanced Routing, Advanced Switching, Geo-Zoning

- (a) This Service Deliverable offers complex network configuration for multi-site, and customer unique security configuration on the single device. It includes:
 - (i) VLAN trunk/port configuration on the included device(s);
 - (ii) Additional zones configured with inter-zone security;
 - (iii) Split tunneling;
 - (iv) Advance switch port configuration. e.g. security, minimise port span, restrict no max addresses;
 - (v) Failover between devices for greater network redundancy. E.g. dual routers and switch stacks; and
 - (vi) A maximum of five VLANs, Groups, Zones and DMZ.

5.15 **Commissioning – Security: Malware and AV Protection**

- (a) This Service Deliverable includes additional security configuration beyond basic stateful firewall protection configuration and includes:
 - (i) Applying scanning to nominated interfaces;
 - (ii) Installing security license add-ons,
 - (iii) Applying AV/malware configuration signature updates applied as requested Auto or manual.

5.16 Commissioning - Security, Firewall Policy, Content Filtering

- (a) This Service Deliverable provides additional security configuration beyond basic stateful firewall protection and out of box settings. (e.g. Vendor whitelist filters) and includes:
 - (i) Configuration of up to 20 custom firewall policies;
 - (ii) Configuration of up to 20 Internet content filtering policies; and
 - (iii) Defining up to 100 objects (objects that are referenced within a policy).
- (b) If additional configurations are required, we recommend customers use Pre-Paid Support.

What is not included?

5.17 Complex configurations such as QoS (Quality of Service), ToS, CoS, traffic shaping, complex routing are not included. Our service delivery partner will identify any out-of-scope requests. You may request, and we may agree to provide, bespoke installations on separate terms and pricing.



5.18 Call Out Fees may apply:

- o for travel to a customer site if more than 1 visit to the installation site is required, and
- o where the installation site is located outside a metro area.

Additional information about these fees is specified in the <u>Critical Information Summary</u> and the call out fees page on our website (**telstra.com.au/small-business/online-support/business-software/call-out-fee**). The applicable fee may vary depending on the distance from the Business Technology Centre to the customer premises.

- 5.19 Onsite installation may not be possible for sites with difficult access, in which case installation will be performed remotely.
- 5.20 The approved list of network devices includes all current Telstra approved network devices. If a device is not on this list, then our service delivery partner must be provided with the details of the intended hardware prior to proceeding, to confirm that they have the capability to successfully install the device.
- 5.21 Dead-on-Arrival (DOA) parts and Return to Manufacturer (RMA) parts must be managed by you unless our service delivery partner supplies the device for this installation. BYOD DOA must be managed by the customer.
- 5.22 Supply and delivery of network devices is not included within this service.
- 5.23 Unforeseen cabling issues not in scope will be POA.
- 5.24 Authentication of devices to a third-party server (such as Active Directory / Radius / TACACS integration) is not in scope for the Basic package. The Basic package includes statically defined local user authentication.
- 5.25 Commissioning of network segments/VLANs is limited to 3 for the Basic package, up to 5 for the Standard package and up to 10 for the Advanced package.
- 5.26 IPSec tunnels between different makes of network devices is not recommended. Configuring the remote VPN endpoint is considered an additional service (POA).
- 5.27 Configuration of failover between devices, e.g. dual routers and switches (High Availability) is included in the Advanced package only if the hardware supports it.

Telstra Responsibilities

- 5.28 The following are Telstra's responsibilities in the delivery of the Network Device Installation service offering. We must:
 - (a) Complete the deliverables as detailed in this clause 5; and
 - (b) Collaborate with you to schedule dates and times for the installation of hardware.

Customer Responsibilities

5.29 You must:



- (a) Please reference the Standard Terms for Small Business Professional Services Fixed Packages.
- (b) Complete Service Checklist: A pre-service checklist will need to be signed off by the customer before the installation (to confirm requirements)
- (c) Provide accurate high-level detail on your internal IT environment and objectives during pre-sale including:
 - (i) Customer data is available and profile role groups are defined;
 - (ii) Connection details to connect to an ISP;
 - (iii) Common infrastructure details that are required to install network hardware, DHCP, neighbouring nodes etc.; and
 - (iv) Site photos, confirmation of staging area to setup area, correct cabling and shelving are available etc.
- (d) Ensure that the network device that needs to be installed is available at the installation location and can be powered up and plugged into an active network port;
- (e) Ensure backup/failover carriage is ready for service; and
- (f) For installation in areas that are challenging to attend on-site (e.g. due to a natural disaster, customer visitor policy, occupational health & safety, etc.), the customer is required to have a resource available to provide remote support and an active internet service to assist in the installation of the network device(s). The Service Delivery Partner will provide remote assistance for the customer to install and connect the device to its network.

Illustrative Example of Supported Devices installed and associated Services.

- 5.30 The table below lists which features are included per package as well as the class of devices installed per package tier. This is illustrative only and any requirements can be discussed with your technician.
 - # Note this service is for the installation and configuration of standard network devices of the types described above, and do not include the supply, delivery or post-provision support any devices.

Package Tier	Basic	Standard	Advanced
Size	Very small to small branch office use	Small branch office use	Enterprise level branch offices
Customer Sizing (Employees)	1-5	1-19	20-49. >49 POA



Carriage	NBN - TBB, 4G/5G, Fiber Connect 50/20	NBN – TBB, Telstra Internet Direct (TID), 4G / 5G, Fiber Connect 100/40	TID - BIP - CIP, 4G/5G, Fiber Connect 250/100, 500/200, 1000/400
Access Points	Cisco Meraki MR (MR28, MR36, MR78, MR86, etc) Basic Setup, SSID, standalone, WPA2,	Cisco Meraki MR (MR28, MR36, MR78, MR86, etc) SSID, mesh, WPA2, Bridge, VLAN, Mac filtering	Cisco Meraki MR (MR28, MR36, MR78, MR86, etc) SSID, mesh, WPA2, Bridge, VLAN, NAT, Geo-Zoning, Heatmaps, security filtering, Point-to-Point
Switches	Cisco Meraki MS (MS120, MS130, etc) Basic Setup Hub (unmanaged)	Cisco Meraki MS (MS120, MS130, etc) VLAN, Trunks, SNMP, Smart Switches	Cisco Meraki MS (MS120, MS130, etc) L2/L3 Managed, VLAN, Trunks, Advanced Switching & Switch Port Security, Add Expansion module
Routers	Cisco Meraki MX (MXZ4, MX68, MX64W, MX67, MX68, etc) Basic Setup. Single Internet Gateway, DHCP, Default route	Cisco Meraki MX (MXZ4, MX68, MX64W, MX67, MX68, etc) SNMP, VPN, Carriage Failover, Basic Routing, Port Redirection	Cisco Meraki MX (MXZ4, MX68, MX64W, MX67, MX68, etc) VPN, Advanced Routing, ACL Policy, QoS, Carriage Failover, Add Expansion module
Firewalls	N/A	N/A	FW Polices, Content Filtering, Software blades (add-on functions)
Location	Onsite/ Remote	Onsite/ Remote	Onsite/ Remote
Vendors	Cisco Meraki (MX, MS, MR)	Cisco Meraki (MX, MS, MR)	Cisco Meraki (MX, MS, MR)

More complex scenarios

5.31 Where a mixed package install with different levels of complexity is required, multiple orders can be placed with our service delivery partner to meet your requirements. For example, two basic switches and a small branch router could be serviced by Basic $x\ 2$ + Standard $x\ 1$ at the same installation engagement.

Invoicing



5.32 Services will be invoiced upon completion of the agreed deliverables and customer acceptance of the engagement.

Service Pricing

5.33 The charges for your Network Device Installation service (and where relevant, limitations on service inclusions) are set out in your Application Form and the Network Device Installation Critical Information Summary, a copy of which will be provided to you by your Telstra Dealer.

Special meanings

5.34 In this clause 5, the following words have the following special meanings:

BYOD has the meaning given to it in clause 5.7(a).

EOL has the meaning given to it in clause 5.7(a).

LAN has the meaning given to it in clause 5.7(a).

Service Deliverables has the meaning given to it in clause 5.14.

WAN has the meaning given to it in clause 5.13.

Appendix

Service Deliverable	Service Description	Basic	Standard	Advanced
Pre-Service Assessment	Over the phone or in store environment & device assessment	✓	√	✓
Network Devices installed	Included number of network devices (routers, switchers, etc) installed	1	1	1
Readiness Assessment	Check hardware, device, and network are ready for this service	✓	✓	✓
Onsite installation	Equipment Setup and Onsite Installation during business hours to metro installation locations	✓	√	✓
Configure upstream	Configuring upstream (neighbouring) devices for connection	✓	✓	✓
Commissioning	General (Configured for environment)	✓	✓	√
	Authentication of devices to a third party		✓	√



	Authentication to other networks or VLANs	3	Up to 5	Up to 10
	User Access Profiles		✓	✓
	VPN services (Telstra to Telstra)		✓	✓
	Backup Carriage: Failover between devices (e.g. dual routers & switches - High availability)			✓
	Multi-Zone, Advanced Routing, Advanced Switching, Geo-Zoning			✓
Security	Malware and AV Protection			✓
	Firewall Policy, Content Filtering			✓
Onsite visits	Included visits to a Metro site subject to suitable access	1 Metro	o onsite visit	included
Included Service Hours	Included hours of professional IT service work	1	2	3
Follow up service call	A 30 minute follow up call and check in to assess service performance	√	✓	✓
Service minimum cost (per Network Device incl. GST)	Pay upfront	\$660	\$1,870	\$2,640

For more complex business needs or more than five network devices, contact us for detailed pricing.

6 NETWORK DEVICE MANAGEMENT

Service Summary

- 6.1 The Network Device Management service provides remote device management and support, related internet connectivity monitoring and device status alerting for your businesses' networking infrastructure, as agreed with us.
- 6.2 Network Device Management is suitable for administering remote management capable networking devices, such as compatible routers, switches, and Wi-Fi access points that we sell to you.



- 6.3 These network devices are remotely monitored and administered to help understand or mitigate the impact of network and connectivity issues as they occur to help reduce business disruption.
- 6.4 Network Device Management offers a choice of contract lengths.
- 6.5 As Network Device Management is a service delivered remotely via the internet, it is recommended that Network Device Management includes the management of your primary router per site.
- 6.6 During service take-on, we will link nominated devices to a remote monitoring and management system so that the devices can be monitored, supported and remotely managed and provide you with a mechanism to lodge support and service requests.
- 6.7 Supply and installation of network devices and related licencing is excluded from Network Device Management, and is available on separate terms and pricing.

What is included?

- 6.8 We (through our personnel and managed service providers ('MSP')) will deliver the Network Device Management service to you in accordance with clauses 6.8 6.13.
- 6.9 The Network Device Management service is available in two different service management classes (Standard and Advanced, as further described in clause 6.11) and is priced depending on the type of managed device and inherent service management complexity.
- 6.10 Network Device Management includes:
 - (a) router Management;
 - (b) switch management; and
 - (c) access point management.
- 6.11 Based on the specific make and model of the intended devices for service management, we will automatically class each Network Device Management service into one of the following two possible service management classes:
 - (a) **Standard Management** being the management of small and medium capacity, standard complexity devices, which have lower than 1Gbps throughput or deliver less than 1000 concurrent VPN tunnels; and
 - (b) **Advanced Management** being the management of high capacity or high complexity devices, which have 1Gbps or higher throughput or deliver 1000 or more concurrent VPN tunnels.
 - (c) The MSP will offer service desk support during Local Business Hours
 - (d) **Local Business Hours** means the hours between 8:30 AM to 5 PM, Monday to Friday, excluding public holidays at the relevant site.
- 6.12 All Network Device Management elements will be billed as separate line items.



6.13 The Network Device Management service, irrespective of the contract term, attracts a monthly fee, due monthly and billed in advance.

Service Description Deliverables Table

6.14 The following table summarises the service deliverables included in each of the service management classes ('Service Deliverables').

Item	Service Deliverables
Transition Service Process objective: To implement ITSM services. Transition services help make sure that changes to services and service management processes are carried out in a coordinated way.	 Remote management setup, configuration, and testing This service includes the setup of the monitoring and alerting system. It includes the supply, configuration and installation of monitoring tools or needed software agents by which our IT Service Management ('ITSM') tools can remotely monitor and manage your network devices covered by your Network Device Management service. Documenting and updating information about your Approved Environment, as well as the configuration of alerting and knowledge articles for your Approved Environment. Includes validation of the monitoring tools and processes for your Approved Environment.
Service Operation Process objective: To help make sure that the IT services are delivered effectively and efficiently. The service operation process includes fulfilling user requests, resolving service failures, fixing problems, and carrying out routine operational tasks.	 Monitoring & Alerting ¹ This service includes automated remote monitoring of your network device/s as defined as the Approved Environment, for availability, network device latency, event logs, system information and performance counters – subject to device capability. Includes real-time email alerts to you based on detected performance-related critical threshold breaches, faults and usage statistics. Service Ticket Management Unlimited number of requests. Proactive logging of detected service faults (we do it for you). Access management. 3rd party management (interacting with 3rd party vendors) including RMA (manufacturer's warranty claim) management of in-scope devices as listed as part of the Approved Environment. Incident Management This service includes management of Incidents to restore normal operation to the Approved Environment through an incident management process. Monthly Service Reporting ² Monthly Service tickets and requests summary. Standard reporting as supported by the device (reporting capability
Continuous Improvement Process objective: To use methods from quality management to learn from past successes and failures. The continuous improvement process aims to continually	 varies per device model). Service Asset & Configuration Management Tracking and reporting on ownership of network devices in the Approved Environment throughout the asset lifecycle (from procurement through to disposal). Maintaining related information about the Approved Environment's network devices, their relationships to each other, and other customer-relevant or service management-related data. Patch Management This service includes patch management of the Approved Environment. It is the process of finding, testing, distributing and applying updates to
improve IT processes and services' effectiveness and efficiency, in line with the concept of continual	device software when required to help correct or prevent errors (also referred to as "vulnerabilities" or "bugs") in the network device software whilst helping reduce business impact. Service Improvement



Item	Service Deliverables
improvement adopted in ISO 20000.	 Continuous improvement activities include identifying, performing, or recommending actions for the availability, reliability, and performance of the managed network devices in the Approved Environment.

Note 1:

- (a) The Approved Environment is specified in the Network Device Management (MS-030): Pre Service Checklist, agreed with you in writing, which will form part of our agreement with you for the Network Device Management service.
- (b) It is recommended that this service's primary device be the main router per site and all devices must be included in the Approved Environment description.
- (c) The Network Device Management service includes the configuration of remote monitoring of specified network devices in our ITSM and Remote Monitoring and Management ('**RMM**') systems. The Network Device Management service is limited to devices currently available and orderable through us.
- (d) Different devices may offer varying remote management capabilities. Our service delivery partner will be able to advise on the features and remote management capabilities of your specific equipment.

Note 2:

(e) Reporting varies per device, make and model. We will optimise reporting based on available report sources.

Service Deliverables

- 6.15 Network Device Management is a proactive managed service and includes remote monitoring, alerting and incident management, as well as a proactive service desk that aims to maintain the performance and availability of your Approved Environment with preventative activities. Also, the service desk will respond to related change requests, service alerts and troubleshoot network issues on your behalf during the service hours set out in your Application Form, including fault lodgement with us regarding the device's carrier connectivity when needed.
- 6.16 The Service Deliverables for the Network Device Management service are further described in clauses 6.17 6.26 below.

6.17 Remote management setup, configuration, and testing

- (a) This Service Deliverable consists of the following transition processes:
 - (i) setting up remote monitoring and administration of the Approved Environment, as specified in the Network Device Management (MS-030): Pre-Service Checklist agreed with you in writing;
 - (ii) infrastructure documentation/detailing;
 - (iii) probe setup and linking to our service management and monitoring systems, including probe agent licencing;



- (iv) device alert configuration and testing; and
- (v) remote monitoring validation.
- (b) We will implement or activate relevant RMM tools, linking them to your specified Approved Environment. These tools may include opening two network ports on your firewall for SNMP/WMI based remote monitoring, plus admin access to your network device, its associated management portal and, where needed, installing software agents or probes on the specific network device.
- (c) If your specific network device requires any additional licencing from its manufacturer to enable remote monitoring, those licences will be your responsibility and, where relevant, may be quoted before work commences.

6.18 Monitoring & Alerting

- (a) We will:
 - (i) conduct automated remote monitoring of your Approved Environment for availability, network device latency, event logs, system information and performance counters, subject to device capability;
 - (ii) send you near real-time email alerts, which are based on detected performance-related critical threshold breaches, faults and usage statistics;
 - (iii) use RMM tools, device management platforms and your Internet connection, to remotely collect and interpret real-time device usage data and status messages and aggregate the data to our remote monitoring system or interface;
 - (iv) this diagnostic data does not include any identifiable Internet traffic content. This diagnostic data includes non-personal metrics such as data volumes transferred over time, quality metrics such as latency, uptime, availability as well as system logs and error codes for diagnostic purposes where available. This usage reporting drives real-time alerts based on pre-set thresholds;
 - (v) track network and device health via our RMM system, keeping records of these activities/fault tickets for the Service's duration. All collected data will be deleted on termination of the Service (except for archival purposes or if the law requires that the data be kept);
 - (vi) systematically interpret the managed device's performance logs and associated network performance events and metrics as inputs to performance reporting, alerting, and diagnostic tasks;
 - (vii) recommend and agree to alerting thresholds, a suitable delivery mechanism for alerts (such as SMS or email) with you and provide the alerting service; and
 - (viii) maintain a record of the current device configuration in support of the devices under management in the Approved Environment.



6.19 **Service Ticket Management**

- (a) All valid requests reported by you to the MSP service desk ('Service Desk') will be logged as a ticket ('Service Ticket') in our platform.
- (b) A request will only be valid if you provide the Service Desk with the following information:
 - (i) customer account number, account name and service number;
 - (ii) details of the Service Request (for example, symptoms and degree of impact);
 - (iii) impacted areas of your business;
 - (iv) contact details (including any premises contact details where on-site attendance may be required);
 - (v) desired outcome required; and
 - (vi) any other related information.
- (c) Upon receiving a valid Service Ticket, we will classify the Service Ticket as either a failure or degradation of the service we manage ('**Incident'**) or any other request not related to failure or degradation of the service we manage ('**Service Request'**).
- (d) As part of Service Ticket resolution, the Service Desk will:
 - (i) log and provide a reference number for the Service Ticket;
 - (ii) classify the Service Ticket;
 - (iii) manage the Service Ticket until it is resolved or closed;
 - (iv) provide status updates for the Service Ticket; and
 - (v) advise you of the closure of the Service Ticket.
- (e) We will deliver Service Ticket resolution remotely unless on-site resolution is included in your Application Form.
- (f) Where on-site attendance is required to resolve the Service Ticket, we will arrange a suitable time to attend the premises with you (additional fees may apply).
- (g) If we reasonably believe the request does not arise from or relate to the Network Device Management service, we will promptly advise you and close the Service Ticket.
- (h) If we reasonably believe the request cannot be resolved, we will communicate to you why the Service Ticket cannot be resolved and close the Service Ticket.
- (i) During the support hours set out in your Application Form, the Service Desk will perform active monitoring for alert events and trends of your Approved Environment and proactively lodge needed service tickets on your behalf for remediation and management and inform you of any impacts as required.



6.20 **Incident Management**

- (a) This Service Deliverable aims to manage Incidents to restore normal operation to the Approved Environment.
- (b) If we classify a Service Ticket as an Incident, the Service Desk will determine a priority rating based on the Impact and Urgency matrix as listed in the table below:

			URGENCY	
		High	Medium	Low
	High	Priority 1 - Critical	Priority 2 – High	Priority 3 - Medium
IMPACT	Medium	Priority 2 - High	Priority 2 -High	Priority 3 - Medium
	Low	Priority 3 - Medium	Priority 3 – Medium	Priority 3 – Medium

- (c) **Urgency**: We define 'Urgency' as the necessary speed of restoration of service, based on available information, and it is classified as follows:
 - (i) **High**: no work can be performed, and your managed service is down at either a major site or multiple sites;
 - (ii) **Medium**: unable to perform some work tasks, but most business operations continue; and
 - (iii) **Low**: information requests and low priority work tasks.
- (d) **Impact**: We define 'Impact' as the measure of how business-critical the Service Ticket is, based on available information, and it is classified as follows:
 - (i) **High**: entire Approved Environment inoperable across the total user population, causing a critical impact on your business operations;
 - (ii) **Medium**: approved Environment partially inoperable, and managed service is severely degraded, impacting significant aspects of business operations; and
 - (iii) **Low**: any degradation in service to Approved Environment.
- (e) We will aim to respond to Service Tickets within the target response times set out in the table below ('**Response Times**') based on their priority ranking:

Priority	Response Times	Service Level
Priority 1	1 Business Hour	Assign a Service Ticket to at least
Priority 2	4 Business Hours	95% of Incidents and communicated to customer within response times

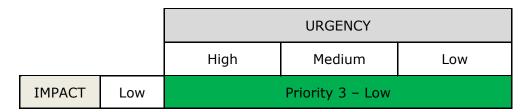


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- (f) For the duration of a Priority 1-Critical Incident (as defined in the table in clause 6.20(b)), we will provide a named incident manager or implement a matrixed incident resolution team responsible for restoring your services while keeping you informed of developments and expectations.
- (g) Subject to clause 6.19(b), Response Times will be calculated from the time we receive your request of the Incident to the time we issue the Service Ticket to you.
- (h) Response Times will be calculated within the support hours set out in your Application Form.
- (i) Unless a service level exclusion applies in clause 6.22, we aim, but do not promise to, meet the service levels set out in clause 6.20(e), and you are not entitled to any credit if we do not meet those service levels.

6.21 Service Request Management

- (a) This Service Deliverable aims to manage the Service Requests for your Network Device Management service.
 - (i) Service Requests may relate to remotely delivered services such as:
 - (A) moves, adds, changes and Deletions;
 - (B) password changes;
 - (C) requests for information in response to "how to" questions.
- (b) If we classify your Service Ticket as a Service Request, it will be considered Priority 3 as described below by default unless we reasonably believe it should be a higher priority. The priority of a Service Request will be assessed on the Impact and Urgency.



6.22 Service Level Exclusions

- (a) The Response Time service levels will not apply and we will not be responsible for a failure to meet a service level resulting from:
 - (i) a fault or failure of your Network Device Management service that is caused by you;
 - (ii) a failure by you to comply with the terms of agreement with you for the



Network Device Management service;

- (iii) any period of a scheduled maintenance;
- (iv) any interference to you or your third party's services, infrastructure, equipment, software (including operating or email systems), configurations or other technology that support your environment that is out of our direct control;
- (v) any unauthorised changes made by you or a third party to your technology infrastructure, software or configurations that support the Network Device Management service; and
- (vi) suspension or termination of your right to use or access the Network Device Management service.

6.23 Monthly Service Reporting

- (a) Automated reporting will be set up on the Approved Environment managed network devices and remotely collected and stored via our ITSM tools.
- (b) We will use this data to create and issue standard usage reporting, which will be sent via a monthly email to your nominated email account.
- (c) This Service Deliverable includes a standard monthly emailed report and will include:
 - (i) **devices under management** (in the Approved Environment) and an indication of remaining service life;
 - (ii) **service history** including:
 - (A) service tickets: details of recent service tickets associated with your managed services, including those raised by your team and those proactively triggered by monitoring events such as outages or logged on your behalf by us; and
 - (iii) usage reporting including:
 - (A) traffic utilisation of top applications;
 - (B) client utilisation;
 - (C) device utilisation; and
 - (D) port utilisation
- (d) Reporting capabilities will vary by device type, make and model. We will endeavour to provide additional reporting, subject to device data availability and any additional costs.

6.24 **Service Asset and Configuration Management**

(a) This Service Deliverable aims to maintain and update a record of information about



the specific network devices under management in the Approved Environment and includes:

- (i) monitoring and maintenance of a record of the specified device(s) under management's current software version and details of changes over time as performed;
- (ii) maintaining configuration management information on the relationships of these managed network devices to each other and other customer relevant or service management related data, including:
 - (A) managed device location;
 - (B) managed device-specific configuration;
 - (C) authorised customer contacts;
 - (D) active user details per managed device;
 - (E) admin passwords per managed device; and
 - (F) maintaining device-specific management console and vendor information as needed to deliver ongoing network device management services.
- (iii) tracking the ownership, purchase dates and age of devices in the Approved Environment throughout the asset lifecycle (from procurement through to disposal).

6.25 **Patch Management**

- (a) This Service Deliverable includes patch management of the network devices within the Approved Environment. It is the process of finding, testing, distributing and applying updates to the device's internal software when required to help correct or prevent errors (also referred to as "vulnerabilities" or "bugs") in the network device software whilst helping reduce business impact.
- (b) Remote firmware updates/ patching of nominated devices will only occur according to manufacturer recommendations and as mandated by us to mitigate specific issues and require your explicit approval.
- (c) This Service Deliverable includes:
 - (i) monitoring and sourcing the device manufacturer's latest model-specific firmware versions as they become available, in-line with our and the device manufacturer's latest recommended version advice;
 - (ii) proactively and remotely installing the latest device software version at a change window time agreed to with you;
 - (iii) Agreed change window downtime is excluded from uptime calculations. Unless otherwise notified and agreed, the default change window is defined as every Sunday morning between 3.00 AM and 4.00 AM;



- (iv) manufacturer or our recommended urgent security related device firmware updates may be applied at any time, outside the change window, taking cognisance of your current business needs into account;
- (v) verifying that network connectivity is restored after the software update/patching; and
- (vi) if the software update causes an issue, we will follow the manufacturer's rollback procedure, with the primary goal always to ensure connectivity uptime.
- (d) Any software or firmware update involves risk and will be applied only at your direction and risk.

6.26 **Service Improvement**

- (a) This Service Deliverable is the delivery of improvement activities identified through ongoing remote monitoring and management and analysis of past service management activities, as well as analysis of problems, incidents and service tickets to identify, implement or recommend actions or changes needed for improvement to the availability, reliability and performance of the managed network devices in the Approved Environment.
- (b) Proactive problem avoidance activities may include logging faults with 3rd parties, such as Telstra, the NBN, or the device's manufacturer if required and managing the fault ticket to resolution.
- (c) Service improvement activities that will materially and detrimentally impact your staff, business operations or require investment will be explicitly agreed upon with you before commencement.
- (d) The service includes progress updates to your nominated contact.

What is not included?

- 6.27 The Network Device Management service does not include any network device supply and installation, cabling, or any other underlying device-specific licences, equipment or infrastructure installation unless explicitly specified in this Agreement.
- 6.28 Management of network devices not explicitly identified in the 'Network Device Management (MS-030): Pre-Service Checklist' agreed with you in writing is not covered in the Network Device Management service.
- 6.29 The Network Device Management service does not include support for changes made to devices under management by 3rd parties, such as your IT department or other providers.
- 6.30 Additional work not included in package Service Deliverables described above, including work outside of our standard business hours, are not included as part of the package Service Deliverables.
- 6.31 Additional charges apply in respect of site visits (except for our first Metro Site visit) and are dependant on the distance of your site from our service delivery partners' location. The



applicable charges will be set out in your Application Form.

- 6.32 Before we perform any service outside the standard included Service Deliverables for a Network Device Management service, we will provide a quotation for the non-standard services for your confirmation.
- 6.33 The Network Device Management service and associated inclusions are not an insurance service and do not imply warranty or guarantees regarding service uptime.
- 6.34 Any other item or work not explicitly described in these terms or your Application Form as being part of the Network Device Management service, is not included as part of the Network Device Management service.

6.35 Our Responsibilities

- 6.36 The following are our responsibilities in the delivery of the Service. We must:
 - (a) collaborate with you to schedule the Network Device Management service's initial configuration and set the agenda for required workshops or meetings;
 - (b) complete the relevant Service Deliverables detailed under clause 6.14, as set out in your Application Form.
 - (c) In the event of a connectivity issue to a managed device, the MSP will contact the connectivity carrier (which must be us) on your behalf for fault lodgement, fault finding and rectification purposes.
 - (d) We will work with our preferred service delivery partners to deliver the Network Device Management service to you.
 - (e) Our MSP will have access to an email alerting capable RMM tool (remote monitoring and management) or portal. This system will generate alerts based on telemetry data as received from your devices, with default service thresholds pre-defined for specific monitored elements. Examples of alerts may include time-out (device unreachable), usage, availability, and other performance statistics. The range of available telemetry data to drive monitoring and alerting based services will vary between different network device vendors and models.
 - (f) Any other Telstra responsibilities set out in these terms or your Application Form.

Your Responsibilities

- 6.37 To receive the Network Device Management service and access the service deliverables described above, you must promptly complete the following at your own cost:
 - (a) complete the 'Network Device Management (MS-030): Pre-Service Checklist' provided to you. You must complete and sign this pre-service checklist before the Network Device Management services commence to confirm your requirements and define the managed devices within the Approved Environment. Reporting contacts must be provided, including confirmation of reporting frequency and named customer contacts and email addresses for reports;
 - (b) participation: ensure that the appropriate business owners and technical staff will



attend or participate in our scheduled meetings or workshops as needed for us to perform the Network Device Management service;

- (c) accurate IT information: provide accurate high-level detail on your internal IT services and strategy to us. Please note that our services and the Network Device Management configuration and service design will be based on the information you provide to us and that we extract from your operating environment with remote tools. We will assume all the information you provide is up to date and valid for your operating environment;
- (d) licencing: certain network device features require specific licencing, which must be obtained under a separate agreement. We may advise if your device requires additional licencing. It is your responsibility to ensure that your network devices are appropriately licenced including in line with any advice we provide;
- (e) access to systems: make sure and assist in providing us with appropriate administration credentials and remote access to the management consoles of devices in the Approved Environment so that we can configure and activate the Network Device Management service and deliver the ongoing remote monitoring and service management as required. Administrator access to the device will be restricted to us and our MSPs only, to maintain service responsibility integrity.
- (f) usage of your Internet connectivity: you must ensure that your business Internet connectivity is working and allow our remote monitoring and diagnostic tools to access and utilise your business Internet connectivity for delivering the Network Device Management service (including obtaining any required consents or approvals and opening required network ports);
- (g) reasonable care: if a loan device is provided at any time, it is your responsibility to keep it in the original condition as received and make it available for removal by our MSP when required to do so;
- (h) access to the site: provide reasonable access to the site by our technician if needed;
- (i) sign, date, and return the Customer Acceptance Certificate we provide to you once the Network Device Management service has been deployed and testing shows it is working;
- (j) where we or our MSP incur costs due to your negligence, fault, act, or omission, you must pay us additional fees, which we will confirm on request; and
- (k) any other responsibilities agreed under our agreement with you for the Network Device Management service or reasonably requested by us or our MSP to perform our obligations under our agreement with you for the Network Device Management service.
- 6.38 Our ability to provide the Network Device Management service depends on you promptly providing the items and information outlined in clause 6.37. If you fail to comply with your obligations in clause 6.37, such failure may result in extra charges or alteration to billing milestones for this service. We will let you know in advance in this occurs, and if you do not agree with the extra charges or alteration to billing milestones, we will not provide (and we are not otherwise required or obligated to provide) the service.



Service pricing

- 6.39 Charges for the Network Device Management service (and where relevant, limitations on service inclusions) are set out in your Application Form.
- 6.40 An additional service fee will apply if we have to spend additional time on your Network Device Management service in order to comply with your specific requirements (such as HSE inductions). The additional service fee may include reinstallation charges, charges for extra time-on-site, as well as travel fees. We will inform you of those additional charges in advance. If you do not agree with those additional charges, we will not provide (and we are not otherwise required or obligated to provide) the service.

Location of services

6.41 All Network Device Management services are delivered remotely.

Hardware assessment

6.42 The Network Device Management service is available only for the current compatible devices we supply to you. As devices and capabilities differ, we might not be able to manage your devices remotely. We will assess each of your device make and model, and if we cannot control and monitor it, we will let you know that the device is not eligible for the Network Device Management service.

Total minimum service cost

6.43 Minimum costs for each Network Device Management service are set out in your Application Form and is billed monthly in advance. The minimum cost you pay depends on the package you select, the support option you choose, and any additional services you need.

Term and termination

- 6.44 Your Network Device Management service begins from the completion of the relevant deliverables, as specified on the Customer Acceptance Certificate, and continues for the minimum term, as set out in your Application Form, unless terminated or renewed in accordance with these terms.
- 6.45 Either party can terminate a Network Device Management service at any time by giving the other party at least 30 days' prior written notice. If you choose to terminate a Network Device Management service within the minimum term set out in your Application Form (where the minimum term is greater than one month) or we terminate your Network Device Management service as a result of your material breach, we may charge you an early termination charge calculated as the lesser of:
 - (a) the monthly charges payable for the relevant terminated Network Device Management service x the number of months remaining in the applicable minimum term; and
 - (b) 35% of A x B where A is the monthly charges payable for the relevant terminated Network Device Management service and B is the total number of months contained in the applicable minimum term minus one month.



You acknowledge that this is a genuine pre-estimate of our loss.

- 6.46 We may terminate or suspend your Network Device Management service immediately by notice to you if:
 - (a) you fail to comply with your obligations in clause 6.37 and you fail to remedy the non-compliance within 14 days of being notified of the non-compliance; or
 - (b) our agreement with our third-party supplier for the Network Device Management service expires or is terminated such that we are unable to continue to provide the Network Device Management service under our agreement with you. If this happens, may migrate you to a reasonably comparable alternative service on reasonable notice to you. If we transfer you to a reasonably comparable alternative service and this has more than minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.
- 6.47 On termination, cancellation or expiry of the Network Device Management service:
 - (a) you must cease using or accessing the Network Device Management service; and
 - (b) you must pay us all outstanding invoices for the Network Device Management service by their due date.
- 6.48 On expiry of the minimum term for your Network Device Management service as set out in your Application Form, your Network Device Management service will automatically renew on a month-to-month basis, unless either party cancels the Network Device Management service by notifying the other party at least 30 days prior to any automatic extension.

Payment options

- 6.49 Apart from the Network Device Management service setup fees, if applicable, which will appear as a once-off amount on your first Telstra bill after service activation, the Network Device Management service is only available as a monthly subscription payment option for the duration of your agreement with us.
- 6.50 Usual credit terms apply to the payment of these amounts.

Special meanings

6.51 In this clause 6, the following words have the following special meanings:

Approved Environment means the devices covered under your Network Device Management service, as identified in the in the 'Network Device Management (MS-030): Pre Service Checklist' referred to in clause 6.14. For the purposes of this definition, 'device' refers to IP manageable network devices such as a router, switch or Wi-Fi access point with SNMP v3 or WMI remote monitoring capability that are compatible with the Network Device Management service.

Impact has the meaning given to it in clause 6.20(d).

ITSM has the meaning given to it in the table in clause 6.14.

Local Business Hours means the hours between 8:30 AM to 5 PM, Monday to Friday,



excluding public holidays at the relevant site.

MSP has the meaning given to it in clause 6.8.

Response Times has the meaning given to it in clause 6.20(e).

RMM has the meaning given to it in clause 6.14(c).

Service Deliverables has the meaning given to it in clause 6.14.

Service Desk has the meaning given to it in clause 6.19(a).

Service Request means a Service Ticket classified by us as a Service Request, as contemplated in clause 6.19(c).

Service Ticket has the meaning given to it in clause 6.19(a).

Urgency has the meaning given to it in clause 6.20(e).

7 TELSTRA INSTALL - MICROSOFT 365 BUSINESS

Service Summary

- 7.1 The Telstra Install Microsoft 365 Business service is a professional service to remotely install, configure, verify and handover a new Microsoft 365 Business environment and customer tenancy, based on Telstra's policies for Microsoft 365 Business.
- 7.2 The service is delivered remotely, and is limited to installing the applicable components, features, and capabilities offered within the Microsoft 365 Business platform. Onsite options are available for additional charges, and are priced on application.
- 7.3 Remote installation requires matching time commitments from your elected administrator for orientation, remote hand assistance or training. This is your responsibility.

Eligibility requirements

7.4 The Telstra Install – Microsoft 365 Business service requires a separate paid subscription to Microsoft 365 Business plans purchased directly from Microsoft, an authorised Microsoft Cloud Service Provider (CSP), or via the Telstra Application Marketplace (TAM). You need one applicable Microsoft 365 Business licence for each user type you would like to deploy. Our Account Manager or our service delivery partner can help order this on your behalf, using the information you provide.

Customer Profile

7.5 The Telstra Install – Microsoft 365 Business service is offered to Telstra customers who have ordered Microsoft 365 Business applications and services and require professional installation and activation.

What is included?



- 7.6 The Telstra Install Microsoft 365 Business service is dependent on Microsoft 365 Business plan subscriptions (M365 Business Basic, M365 Business Standard, and M365 Business Premium), which are sold separately.
- 7.7 We will deploy and install each of these licences, and/or their standalone components as per Microsoft standards and policies.

Service Description Deliverables Table

7.8 The inclusions in the Telstra Install – Microsoft 365 Business service are set out in the table below and are further described in clauses 7.10 - 7.15 ('Service Deliverables').

	Service Deliverables
ALL SERVICES INCLUDE	 Transition planning and support (as per clause 7.10) Change Management (as per clause 7.11) Service Asset configuration management (as per clause 7.12]) Release and deployment management (as per clause 7.13]) Service Validation and Testing (as per clause 7.15)
OPTIONAL SERVICE ADD-ON	 MS365 Apps for Business – Device Installation Microsoft Endpoint Manager Microsoft Defender P1 (Cloud)

Service Deliverables:

7.9 A description of each Service Deliverable is set out in in clauses 7.10 - 7.15.

7.10 Transition planning and support:

- (a) This comprises:
 - (i) the coordination of the service delivery activities that are required for a successful installation, such as verifying an efficient service delivery mechanism, coordinating licence purchase if needed, and arranging the installation appointment with your nominated representative that will act as remote hands and be set up as your admin user; and
 - (ii) validating required information for success. This includes confirming in Telstra Application Marketplace (TAM) and your customer Telstra account that the specified Microsoft 365 Business plans and/or subscription are available to support the required installation service and policies defined in the 'PS-011 Presales Checklist Telstra Install-Microsoft 365 Business' provided to you.
- (b) Services are delivered via scheduled remote appointments within our business hours (Monday to Friday, 9 am-5 pm in the State or Territory in which we or our service delivery partner are located).

7.11 Change Management:

(a) Using the information you provide when you complete the 'PS-011 – Presales Checklist – Telstra Install-Microsoft 365 Business' form we provide to you, we will review your hardware environment, and Microsoft 365 Business licence subscriptions, to help ensure compatibility and to help optimise the user experience for Microsoft



365 Business.

7.12 **Service Asset and Configuration Management:**

(a) Using the information you provide when you complete the 'PS-011 – Presales Checklist – Telstra Install-Microsoft 365 Business' form we provide to you, we will configure your user accounts as per your licence subscription requirements and align your users to the latest Telstra policy as set out in clause 7.13.

7.13 Release and Deployment Management

- (a) Using the information you provide when you complete the 'PS-011 Presales Checklist Telstra Install-Microsoft 365 Business' form we provide to you, we will install the requested Microsoft 365 Business service as per the latest Telstra policy.
- (b) This Service Deliverable includes deployment services associated with each component of the Microsoft Business 365 service, as detailed in the table below. Certain deployment services are only available if you purchase the relevant Telstra Microsoft 365 Business Service package or Optional Service Add-On.

Microsoft Business	Deployment Services	Telstra Install – Microsoft 365 Business Service Type		
365 Service Component	Note: Feature availability is based on your MS365 licence	M365 Essential – Customer Setup	M365 Essential – User Setup	Service Add-on
M365 Admin Portal	Setup M365 customer tenancy including Administrators Create or Import users Setup DNS (as per clause 7.14) Add customer logo Service Validation and Testing (as per clause 7.15)	√		
User Setup	General setup of end users including: - Set up of Multi Factor Authentication (MFA) - Email migration of 1 email box per user up to 50GB - Set up Gmail, Apple Mail or Windows Mail (as applicable on up to 3 devices per user)		√	
Exchange Online	Configure & deploy malware policy Configure & deploy spam policy	√		



	Configure & deploy safe attachments policy Configure & Deploy DMARC & DKIM policy Append standard terms and conditions disclaimer to emails Configure alerting rules to support		
Azure Active Directory	Multiple security groups created for permission management Approval processes for consenting to apps which request access to company data Remove the ability for Azure AD users to consent to apps they own Enable multifactor authentication for all users Enable registration methods to include, app, phone, email, and SMS Enable self-password reset	✓	
SharePoint Online	Guest access to expire after 60 days Enforcing MFA verification Guests must use the same account for sign-ins	✓	
Security & Compliance	Enable unified auditing with 10- year retention Configure & deploy safe links profile Enable administrator auditing	✓	
M365 Apps for Business	Installation of M365 apps for business to local devices. Note: Maximum 3 devices per user at time of installation		√
Microsoft Endpoint Manager	Setup Microsoft Intune tenancy including MDM policies for "Bring your own device" User / Mobile Device enrolment		√



	Note: Maximum of 3 mobile devices per user at time of installation.Desktop/Laptop PCs not included		
Email Migration	Per mailbox service option Migration of email data from other service providers into the M365 environment Note: Maximum 50GB email data. Additional charges may apply for larger data sets.	✓	
Onsite Installation	Onsite services as required - POA		

7.14 **DNS Setup & Domain Setup**

- (a) We will set up Microsoft 365 DNS record as required for custom domain.
- (b) You must promptly provide a suitably qualified technical resource with access to your DNS zone, or provide the information from our technical resource to a service provider who can update records on your behalf.
- (c) The records below will be added and validated to help ensure a suitable Microsoft 365 experience:
 - (i) CNAME records;
 - (ii) MX record;
 - (iii) DMARC record;
 - (iv) DKIM record;
 - (v) TXT records; and
 - (vi) SFP record.
- (d) Requirements for these records may change depending on the current implementation / deployment of your existing Microsoft 365 environment.

7.15 **Service Validation and Testing**

(a) We will confirm deployment is complete based upon deployment guidelines outlined in these terms. We will test the deployment by running a validation tool to check the environment has been deployed successfully and is in line with our policies.



- (b) The validation tool will return any detected errors or missed configuration, which will then be reviewed and/or rectified before handover. Points of validation include, but are not limited to, the following:
 - (i) test email and email security configuration;
 - (ii) test platform security policy configuration;
 - (iii) external sharing; and
 - (iv) blueprint output test.

What is not included?

- 7.16 The Telstra Install Microsoft 365 Business service does not include:
 - (a) any equipment installation, application licencing, connectivity, or anything else not set out in these terms;
 - (b) ongoing monitoring or management of the Microsoft 365 Business environment and your tenancy;
 - (c) Windows 10/11 installation;
 - (d) onsite installation. This is a remote service only. Onsite installation and support can be purchased separately for an additional charge and is priced on application;
 - (e) work outside standard packages. Additional hours of work above the relevant packaged inclusion (to meet your specific requirements) is not included (e.g. Teams phone system integration, Teams App, and Telstra Calling for Office 365). Separate charges will apply for any such work;
 - (f) software updates on your device such as Windows updates, iOS update on iPhone, or any other software or firmware updates required before the Telstra Install Microsoft 365 Business service can commence;
 - (g) enterprise licencing. The Telstra Install Microsoft 365 Business service is available in connection with Microsoft 365 Business plans only, as outlined in clause 7.6. It is not available in connection with Microsoft 365 Enterprise licences;
 - (h) email migrations over 50GB per inbox and migration of shared and central inboxes. If you require these services, further charges may apply; and
 - (i) data migration or usability testing of SharePoint and OneDrive. SharePoint and OneDrive is limited to activation of the services as per the relevant Microsoft licence subscription. Copying of data from source to destination is your responsibility or can be purchased separately on a time and materials basis.

Telstra Responsibilities:

7.17 The following are Telstra's responsibilities in the delivery of the Telstra Install – Microsoft 365 Business service:



- (a) collaborate with you to schedule a date and time for the service to be delivered;
- (b) complete the deliverables as detailed in these terms;
- (c) complete all requirements as detailed in our 'PS-011 Presales Checklist Telstra Install-Microsoft 365 Business' document.

Customer Responsibilities

- 7.18 You must promptly ensure the following for the successful delivery of the Telstra Install Microsoft 365 Business service:
 - (a) Microsoft 365 Business: you have a new or existing Microsoft 365 Business plan or standalone licence subscription purchased directly from Microsoft, an authorised Microsoft Cloud Service Provider (CSP), or via the Telstra Application Marketplace (TAM);
 - (b) Compatible devices: your devices are compatible with Microsoft 365 Business;
 - (c) Maintain your subscription: you maintain an up to date subscription for relevant licences and applications so the services, features and components of Microsoft 365 Business continue to function;
 - (d) Provide a technical resource: you provide a suitably qualified technical resource with access to your DNS zone, or provide the information from our technical resource to a service provider who can update records on your behalf. If you do not have this information, further charges may apply;
 - (e) Complete Pre-Checklist: you complete and sign the pre-checklist form: `PS-011 Presales Checklist Telstra Install-Microsoft 365 Business' we provide to you, to confirm your requirements. The accuracy of the information in this checklist is critical. The accuracy is your responsibility and the information provided will facilitate this service delivery. Any inaccurate information may incur further charges;
 - (f) Accuracy: you provide accurate detail on the existing IT & network environment and any specifically requested information about the relevant users, groups and policies that are needed within the Microsoft 365 Business environment;
 - (g) Agree to and keep installation appointments: you keep any installation appointments. As this is a professional service, we reserve the right to charge for missed service appointments. Please provide at least two business days' notice if you wish to reschedule an appointment;
 - (h) Access to systems: you provide relevant admin access credentials and access to existing systems to allow us to complete the required configuration, deployment and testing of the environment, including, but not limited to, activation of remote management, automation, and access tools (where necessary);
 - (i) Act as remote hands: you act as "remote hands" where necessary. In some instances, and with specific technologies, remote tools cannot be used. In these cases, you may be asked to provide "remote hands," e.g. act on our instructions to perform specific needed functions, such as downloading and activating specific applications on a



mobile device;

(j) Sign the Customer Acceptance Certificate ('CAC'): you sign the CAC upon successful completion of the Telstra Install – Microsoft 365 Business service. Our technician or account manager will request that you sign the CAC upon successful completion of the relevant Service Deliverables.

Service Pricing

- 7.19 Charges for your Telstra Install Microsoft 365 Business service (and where relevant, limitations on service inclusions) are set out in your Application Form and Telstra Install-Microsoft 365 Business Critical Information Summary, a copy of which will be provided to you. We may update these charges from time to time. If any changes are made to the pricing after you have taken up the service and those price changes apply to your service and have more than a minor detrimental impact on you in relation to that service, you may terminate your service by written notice to us without having to pay any early termination charges for that service.
- 7.20 Where required, an additional fee will apply if additional hours are required to comply with your specific requirements to complete the engagement, such as HSE inductions. We will inform you of those additional charges in advance. If you do not agree with those additional charges, we will not provide (and we are not otherwise required or obligated to provide) the service.

Special meanings

7.21 In this clause 7, the following words have the following special meanings:

Customer Acceptance Certificate or **CAC** means the document you must sign upon completion of the relevant Service Deliverables, as contemplated in clause 7.18(i).

Service Deliverables has the meaning given to it in clause 7.8.

8 MANAGED MICROSOFT 365

Service Summary

- 8.1 Telstra's Managed Microsoft 365 service provides customers with administration, proactive monitoring, management, and user support of their Microsoft 365 Business plans (Basic, Standard and Premium). Telstra's Managed Microsoft 365 service aims to ensure that your Microsoft 365 tenancy is always performing at its best by minimising downtime and vulnerabilities through utilising the latest policies and updates from Microsoft.
- 8.2 Our service delivery partners are your local trusted experts highly certified in Microsoft cloud services, helping to deliver a best practice approach to managing your services and helping you to get the most from your software investments.
- 8.3 Our service delivery partners can also help support your network and communications



services, providing holistic, end-to-end support for your ICT environment; increasing stability and security of your Microsoft 365 tools and applications, and providing a great user experience.

- 8.4 Managed Microsoft 365 provides customers with the following:
 - (a) modular pricing;
 - (b) no lock in contracts;
 - (c) monitoring and alerting;
 - (d) proactive Service Desk;
 - (e) locally supported by our service delivery partners, backed by Telstra.

What is included?

- 8.5 The support included in your Managed Microsoft 365 service is dependent on your underlying Microsoft 365 Business plan subscriptions (Microsoft 365 Business Basic, Business Standard, and Business Premium). For customers with Enterprise plans within their Microsoft 365 Business tenancy the Business Premium inclusions will apply. Microsoft 365 plan subscriptions are sold separately.
- 8.6 We will administer and manage, and provide user support for each of these licences, in accordance with Microsoft standards and policies. Management will be provided at a tenancy level, and across all Microsoft 365 Business plans within the Microsoft 365 Business tenancy.
 - * The Managed Microsoft 365 service is available to existing Microsoft 365 tenancies only. Setup, Installation, and deployment of new Microsoft 365 Business and Enterprise tenancies is not included in this service and is available separately.

Supported Microsoft 365 Business Plans and Features						
Microsoft Package Supported	Business Basic	Business Standard	Business Premium			
Exchange Online	✓	✓	✓			
Azure Active Directory	✓	✓	✓			
Teams	✓	✓	✓			
Office Web Apps	✓	✓	✓			
SharePoint Online	✓	✓	✓			
OneDrive	✓	✓	✓			
Office Apps for Business		√ *	✓			



Endpoint Manager (Mobile Device Only)		✓
Defender for 365		✓

8.7 The Managed Microsoft 365 service is limited to the administration, management and support of the Microsoft 365 platform and applications as per the table below. Troubleshooting, support, and resolution activities for associated ICT components impacting the Microsoft 365 platform and applications will be at Telstra's our discretion.

Supported	Business Basic	Business Standard	Business Premium
Microsoft Application / Platform	Web Browser + M365 Apps*	Web Browser + M365 Apps*	Web Browser + M365 Apps* + Defender for Endpoint
User Device	-		iOS, Android, Intune Enrolment
Microsoft 365 Cloud Services	Azure AD, Exchange Online, SharePoint Online, Teams	Azure AD, Exchange Online, SharePoint Online, Teams	Azure AD, Exchange Online, SharePoint Online, Teams, Intune
On-Premise hardware & 365 deployments	-	-	-
Peripheral / Printer	-		
Network / Switch/ Router / Firewall	-	-	-
Internet/ Wifi / Cabling	-	-	-
Security hardware and applications, data management and backup (Outside M365 Platform)	-	-	-
3 rd Party / LoB Applications	-	-	-

- 8.8 Microsoft 365 Business plans and licences within your tenancy that are assigned to an active user will be considered under management. The service is limited to Microsoft 365 Business plans and standalone licences listed above, currently available and orderable through Telstra, Microsoft direct, or a licenced Microsoft Cloud Service Provider
- 8.9 Standard licence features and inclusions" refers to the Microsoft 365 Business Service Descriptions found here: https://docs.microsoft.com/en-us/office365/servicedescriptions/office-365-service-descriptions-technet-library
- 8.10 Support is provided by phone, email and remote access where required. The Managed Microsoft 365 service does not include onsite support.



- 8.11 Our service delivery partner will offer service desk support during Local Business Hours. Support hours are set across the entire Microsoft 365 Business tenancy.
 - (a) Local Business Hours means only the hours between 8:30 AM to 5 PM, Monday to Friday, excluding public holidays, in the State or Territory in which our service delivery partner is located.

Service Deliverables tables

8.12 The following tables summarise the service deliverables for the core components of the Telstra Managed Microsoft 365 service platform ('Service Deliverables') and outlines our service responsibilities. More detailed descriptions of the Service Deliverables are included in clause 8.13 - 8.25.

Item	Deliverable
Transition	Policy configuration and Self-healing (as per clause 8.16)
Service	This service includes deployment of Telstra's policy blueprint and desired state configuration across the customers Microsoft 365 business tenancy and includes:
Process objective:	- Active Directory
To implement ITSM services.	- Exchange
	- SharePoint
Transition services help make sure that changes to services and Service	Remote management setup, configuration, and testing (as per clause 8.17)
Management processes are carried out in a coordinated way.	- This service includes the setup of the monitoring and alerting system.
	- It includes the supply, configuration, installation and validation of monitoring tools or necessary software agents by which our ITSM tools can remotely monitor and manage your Microsoft 365 Business tenancy
	- Documenting and updating service information about your Microsoft 365 Business tenancy including common tickets and software utilisation, as well as the configuration of alerting and knowledge articles
Service Operation	Monitoring and Alerting (as per clause 8.18)
Process objective:	- This service includes automated remote monitoring of your Microsoft 365 Business tenancy for availability, event logs, system information and policy configuration according to your plan
To help make sure that the IT services are delivered effectively and efficiently.	- Includes real-time automated ticketing and response based on detected policy changes and security issues, faults, and usage statistics.
The Service Operation process includes	Proactive Service Desk (as per 8.19) - Unlimited number of service requests relating to your Microsoft 365 Business tenancy.
fulfilling user requests, resolving service failures, fixing problems, and carrying out routine operational tasks.	- Proactive logging of detected service faults (we do it for you).
222.0000 0pc. 0.00	- 3 rd party vendor management (limited to Microsoft) including:



- Licence & Contract management
- Level 4 Vendor support escalations

Incident and Problem Management (as per clause 8.20)

- This service includes management of unplanned issues or degraded service experience or capability of the Microsoft 365 Business tenancy through an incident management process that includes:
- Detection
- Investigation
- Diagnosis
- Resolution
- Recovery
- End user support

Monthly Service Reporting (as per clause 8.23)

- Monthly service tickets and requests summary.
- includes Microsoft telemetry data

Continuous Improvement

Process objective: To use methods from quality management to learn from past successes and failures.

The Continual Service Improvement process aims to continually improve IT processes and services' effectiveness and efficiency, in line with the concept of continual improvement adopted in

ISO 20000.

Licence and Configuration Management (as per clause 8.24)

- Monthly reporting and tracking on ownership of licences and plans within the Microsoft 365 Business tenancy throughout the asset lifecycle (from procurement through to disposal).
- Maintaining service-related information about the Microsoft 365 Business tenancy such as data volumes, licence usage and platform availability.

Service Improvement (as per clause 8.25)

Continuous improvement activities such as identifying, performing, or recommending actions for the availability, reliability, and performance of the Microsoft 365 business tenancy.

Service Deliverables in detail

- 8.13 Telstra Managed Microsoft 365 is a proactive managed service and includes remote monitoring of incidents against our policy blueprint, alerting and incident management, as well as a proactive service desk that aims to maintain the performance and availability of your Microsoft 365 business tenancy with preventative activities.
- 8.14 The Service Desk will also respond to change requests, service alerts and troubleshoot issues within the Microsoft 365 Business tenancy on your behalf during service hours as outlined in section two of this document, including fault lodgement with the vendor when deemed necessary by our Level 3 support team.
- 8.15 The service includes the following Service Deliverables.

8.16 Policy Configuration and Self-Healing



- (a) Your Microsoft 365 Business tenancy will be managed in accordance with current Microsoft policies using a Telstra managed Desired State Configuration policy blueprint. This blueprint will enable proactive management, automated ticketing, real time monitoring, and self-healing of your tenancy through our IT Service Management ('ITSM') platform (subject to available telemetric data).
- (b) Should these policies within your tenancy be changed, we will reverse the changes, bringing your tenancy back to our desired state configuration ensuring a consistent and secure experience. Any existing policies we consider appropriate will continue to remain unchanged (and unmanaged) and will not be affected by the Telstra policy blueprint.
- (c) The below list is an example of some of the Microsoft 365 Policies which we will deploy and administer into Microsoft 365 tenancies. We will ensure these policies remain up to date in accordance with new service updates and feature releases from Microsoft.

Microsoft	Deployment Inclusions & Deliverables					
365 Service Component	Specific Feature availability is based on your Microsoft 365 Business licence	Business Basic	Business Standard	Business Premium		
Exchange Online	 Configure & deploy malware policy Configure & deploy spam policy Configure & deploy safe attachments policy Configure & Deploy DMARC & DKIM policy Append standard terms and conditions disclaimer to emails Configure alerting rules to support 	✓	✓	✓		
Azure Active Directory	 Security groups created for permission management Approval processes for consenting to apps which request access to company data Remove the ability for Azure AD users to consent to apps they own Enable multifactor authentications for all users Enable app, phone, email, and SMS registration methods. Enable self-password reset 	✓	✓	✓		
SharePoint Online	 Guest access to expire after 60 days Enforcing MFA verification Guests must use the same account for sign-ins 	✓	✓	✓		
Security & Compliance	 Enable unified auditing with 10-year retention Configure & deploy safe links profile Enable administrator auditing Configure security alerts 	√	✓	✓		
Microsoft Apps for Business	 Installation & Support of Microsoft Apps for Business on local devices. 		✓	✓		
Microsoft Endpoint Manager	 Support Microsoft Intune mobile device tenancy including MDM policies for "Bring your own device" including: Compliance policy 			✓		



	 Configuration policy Update policy User / Mobile Device enrolment *Endpoint Manager support is for mobile Devices only. *Only available to Microsoft Business Premium plan customers 		
Microsoft Defender P1	 Enable minimum security policies available to Microsoft Defender P1, including Advanced Anti-Phishing policy SafeLinks email policy Safe Attachments policy Enable Microsoft Defender Endpoint integration *Only available to Microsoft Business Premium plan customers 		√

8.17 Remote management setup, configuration, and Testing

- (a) This Service Deliverable includes the setup of the monitoring and alerting system as follows:
 - (i) the supply, configuration, and installation of monitoring tools or software agents within your Microsoft 365 Business tenancy as required by our ITSM tools to remotely monitor and manage your in-scope Microsoft 365 Business plans and licences;
 - (ii) documenting and updating service-related information about your Microsoft 365 Business tenancy, as well as configuration of our alerting system; and
 - (iii) includes validation of the monitoring tools and processes for your Microsoft 365 Business tenancy.
- (b) We will implement or activate RMM tools, linking them to your specified Microsoft 365 Business tenancy. These tools may include admin access to your Microsoft 365 Business tenancy, its associated management portal and, if we determine it is needed, installation, installation of local software agents to allow increased visibility and control.
- (c) Remote management and monitoring capabilities are subject to available telemetric and analytical data available from Microsoft. Available data will differ between tenancy, licence, and tenancy types.

8.18 Monitoring and Alerting

- (a) Per clause 8.19, the Service Desk will perform active monitoring during support hours. This includes monitoring for alert events and common trends of your Microsoft 365 Business tenancy and lodging services tickets on your behalf for remediation. The Service Desk will also inform you of any impacts on your Microsoft 365 Business tenancy as required.
- (b) This Service Deliverable includes the following:
 - (i) automated remote monitoring by our service delivery partner of your Microsoft 365 Business tenancy for availability, event logs, system information and performance counters subject to plan and licence capability;



- (ii) reports on performance-related critical threshold breaches, faults and usage statistics sent to you monthly;
- (iii) using RMM tools, we will remotely collect and interpret real-time usage data and status messages, aggregating the data to our remote monitoring system or interface;
- (iv) Usage data collected includes non-personal metrics such as data volumes, licence usage, availability, and uptime, as well as system logs and error codes for diagnostic purposes where available. These metrics drive real-time alerts based on policy thresholds;
- (v) we will track platform health and usage via our RMM system and keep records of these activities/fault tickets for the duration of your service. All collected data will be deleted on termination of the service (except for archival purposes or otherwise required by law);
- (vi) we will systematically interpret the managed licence logs and associated performance events and metrics as inputs to performance reporting, alerting, and diagnostic tasks; and
- (vii) we will maintain an ongoing record of your Microsoft 365 platform configuration in support of the licences under management in your Microsoft 365 Business tenancy.
- (c) Remote management and monitoring capabilities are subject to available telemetric and analytical data from Microsoft. Available data will differ between tenancy, licence, and tenancy types.
- (d) Diagnostic data does not include any identifiable internet traffic.

8.19 Service Desk

- (a) The Service Desk will provide support during nominated support hours (via email & phone queues) for standard low risk and low-cost service requests. The Service Desk will also troubleshoot problems as raised through service tickets and actively monitor your Microsoft 365 Business tenancy in accordance with these terms. We will also provide proactive automated ticketing for issues within your Microsoft 365 Business tenancy based on our policy blueprint as per clause 8.16.
- (b) All Service Requests reported to the Service Desk will be logged as a 'Service Ticket' in our ITSM platform and will be the single source of truth for Service Ticket resolution.
- (c) As part of Service Ticket resolution, the Service Desk will:
 - (i) log and provide a Service Ticket reference number for the Service Ticket;
 - (ii) classify the Service Ticket as appropriate;
 - (iii) manage the Service Ticket until it is closed;
 - (iv) provide regular status updates for the Service Ticket; and



- (v) advise you of the closure of the Service Ticket.
- (d) When reporting a non-automated Service Ticket, you must provide the Service Desk with the following information:
 - (i) customer account number or account name and service number;
 - (ii) details of the relevant service request (for example, symptoms and degree of impact);
 - (iii) impacted areas of your business;
 - (iv) contact details (including any premises contact details where on-site attendance may be required);
 - (v) outcome required; and
 - (vi) any other related information that you believe is pertinent.
- (e) We will deliver Service Ticket resolution remotely unless attending on-site is a prerequisite and included in our agreement with you. Where on-site attendance is required to resolve the Service Ticket, we will arrange a suitable time to attend the premises with you, which may incur an additional fee set our service delivery partner's discretion. This will be communicated to you with as much notice as is reasonably practical. We will not perform any billable activity without your confirmation and agreement to proceed.
- (f) Where we reasonably believe a Service Ticket cannot be resolved or does not appear to arise from or relate to the in-scope services in your Managed Microsoft 365 service, we will promptly advise you and suggest alternative paths to resolution where possible before closing the Service Ticket.
- (g) Non-standard requests are changes to the Microsoft 365 tenancy that require negotiation of timeframes to complete, due to size or complexity. These may be free of charge, or quoted separately as chargeable project work, which we can confirm. We will not perform any billable activity without your confirmation and agreement to proceed.

8.20 Incident and Problem Management

- (a) This Service Deliverable aims to manage incidents to restore normal operation to your approved environment.
- (b) If we classify a Service Ticket as an '**Incident'**, the Service Desk will determine a priority rating based on the Impact and Urgency matrix as listed in the table below:

		URGENCY				
		High Medium Low				
IMPACT	High	Priority 1 - Critical	Priority 2 – High	Priority 3 - Medium		



Medium	Priority 2 - High	Priority 2 –High	Priority 3 - Medium
Low	Priority 3 - Medium	Priority 3 – Medium	Priority 3 – Medium

- (c) **Urgency**: We define Urgency as the necessary speed of restoration of service, based on available information, and it is classified as follows:
 - (i) **High**: No work can be performed, and your service is down at either a major site or multiple sites.
 - (ii) **Medium**: Unable to perform some work tasks, but most business operations can continue.
 - (iii) **Low**: Information requests / low priority work tasks.
- (d) **Impact**: We define Impact as the measure of how business-critical the Service Ticket is and is classified as follows:
 - (i) **High**: Entire approved environment inoperable across the total user population, causing a critical impact on your business operations.
 - (ii) **Medium**: Approved environment partially inoperable, and service is severely degraded, impacting significant aspects of business operations.
 - (iii) **Low**: Any degradation in service to approved environment.
- (e) We will aim to respond to Service Tickets within the target response times ('**Response Times**') based on their priority ranking:

Priority	Response Times	Service Level
Priority 1	1 Business Hour	Assign a Service Ticket to at least 95% of
Priority 2	4 Business Hours	Incidents and communicated to customer within response times
Priority 3	8 Business Hours	

- (f) For the duration of a **Priority 1 Critical Incident** (see the **Impact and Urgency matrix** in clause 8.20(b)), we will provide a named incident manager or implement a matrixed incident resolution team responsible for restoring your services while keeping you informed of developments and expectations.
- (g) Subject to clause 8.20(h), Response Times will be calculated from the time we receive your request of the Incident to the time we issue the Service Ticket to you.
- (h) Response Times will be calculated within the Local Business Hours
- (i) Unless a service level exclusion applies in clause 8.22, we aim to, but do not promise, to meet the Service Levels above and you are not entitled to any credit if we do not meet the Service Levels.



8.21 Service Ticket priority and classification:

- (a) This Service Deliverable aims to manage the Service Requests of your Service.
- (b) Service Requests may relate to remotely delivered services such as:
 - (i) Moves / Adds / Changes / Deletions (MACD)
 - (ii) Password changes
 - (iii) Requests for information in response to "How to" questions.
- (c) If we classify your Service Ticket as a Service Request, it will be considered Priority 3 as described below by default unless we reasonably believe it should be a higher priority. The priority of a Service Request will be assessed on the Impact and Urgency Matrix defined in clause 8.20(b).

			URGENCY	
		High	Medium	Low
IMPACT	Low	Priority 3 – Low		

(d) We will aim to respond to Service Tickets within the target Response Times based on their priority ranking:

Priority	Target Response Times	Service Level
Priority 1	1 Business Hours	Assign a Service Ticket to at least 95% of
Priority 2	4 Business Hours	Service Requests and communicated to customer within response times
Priority 3	8 Business Hours	

- (e) Subject to clause 8.21(f), Response Times will be calculated from the time we receive your Service Request to the time we issue the Service Ticket to you.
- (f) Response Times will be calculated within the Local Business Hours
- (g) Unless a service level exclusion applies in clause 8.22, we aim to, but do not promise, to meet the Service Levels above and you are not entitled to any credit if we do not meet the Service Levels.

8.22 **Service Level Exclusions**:

- (a) The Response Time Service Levels will not apply, and we will not be responsible for a failure to meet a Service Level resulting from:
 - (i) a fault or failure of your Microsoft 365 service that is caused by you;
 - (ii) a failure by you to comply with the terms of our agreement with you for your



Managed Microsoft 365 service;

- (iii) any period of a scheduled maintenance;
- (iv) any interference to you or your third party's services, infrastructure, equipment, software (including operating or email systems), configurations or other technology that support your tenancy that is out of our direct control;
- (v) any unauthorised changes made by you or a third party to your technology infrastructure, software or configurations that support your Microsoft 365 service; and
- (vi) suspension or termination of your right to use or access your Microsoft 365 services.

8.23 Monthly Service Reporting

- (a) Automated reporting will be set up on your Microsoft 365 Business tenancy. This will remotely collect and store data via our ITSM tools.
- (b) Our team will use this data to report on your standard usage, which will be sent via a monthly email to your nominated email account.
- (c) This Service Deliverable includes a standard monthly emailed report and will include information on:
 - (i) metrics on plans and licences under management within your tenancy, and notification of any changes in the last month;
 - (ii) users and user activity;
 - (iii) risky events;
 - (iv) storage quota;
 - (v) service history including but not limited to:
 - (A) Service Tickets: details of recent service tickets associated with your managed services, including those raised by your team and those proactively triggered by monitoring events such as outages or logged on your behalf by us;
 - (B) Availability: the availability of your Microsoft 365 plans and licences, detected between the internet and our monitoring systems as measured during the reporting period; and
 - (C) changes made to desired state configuration policy blueprint
- (d) Reporting capabilities will vary by plan and licence type. Wherever possible, we will endeavour to provide additional reporting, subject to data availability.

8.24 Licence and Configuration Management



- (a) This Service Deliverable is about maintaining and updating a record of service-related information about the specific users and licences under management in the Microsoft 365 Business tenancy and includes:
 - (i) monitoring and maintaining a record of the specified plans and licences under management's current software version and details of changes over time as performed;
 - (ii) maintaining a record of configuration information on the Microsoft 365 tenancy and other customer relevant or service management related data, including:
 - (A) managed licence type;
 - (B) authorised customer contacts;
 - (C) active user details per managed licence;
 - (D) admin passwords per managed licence;
 - (E) maintaining licence management console and vendor information as needed to deliver ongoing Managed Microsoft 365 services; and
 - (F) tracking the ownership, purchase dates and age of licences in your Microsoft 365 Business tenancy throughout the asset lifecycle (from procurement through to disposal).

8.25 **Service improvement**

- (a) This Service Deliverable is the delivery of improvement activities identified through ongoing remote monitoring and management and analysis of past service management activities. It also includes analysis of problems, Incidents, and Service Tickets. These are used to identify, implement, or recommend actions or changes needed for improvement to the availability, reliability, and performance of the Microsoft 365 plans and/or standalone licences in your Microsoft 365 Business tenancy. The Service Deliverable includes:
 - (i) proactive problem avoidance activities may include logging faults with 3rd parties, such as Telstra, or the software vendor if required, and managing the fault ticket to resolution;
 - (ii) any service improvement activities that will materially and detrimentally impact your staff, business operations or require investment will be explicitly agreed upon with you before commencement; and
 - (iii) progress updates to your nominated contact.

What is not included?

- 8.26 The Managed Microsoft 365 service does not include:
 - (a) the Microsoft 365 software plan/licence costs and is only available to Microsoft licences listed within these terms. If you have Enterprise plans within your tenancy, the Business Premium inclusions will be provided for those plans;



- (b) initial setup of new Microsoft 365 licences. Please refer to the Telstra Install Microsoft 365 service (as set out in clause 8 of these terms] for assistance with deployment of new Microsoft 365 tenancies, plans and licences;
- (c) Software functionality support and training is not included and will incur further costs. User supported is limited to the software packages set out in these terms. Support of any additional features, functions, or applications outside the Microsoft 365 platform will be at our discretion. The Managed Microsoft 365 service does not include hardware or device supply and installation, cabling, or any other underlying requirements, equipment or infrastructure installation unless explicitly specified in these terms or your Application Form;
- (d) management or administration of any software outside the Microsoft 365 Business tenancy not set out in these terms.
- (e) work outside standard packages: Additional hours of work required above the relevant packaged inclusions and to meet your specific requirements (e.g. project work) is not included. Separate charges will apply;
- (f) support for on-premises deployments of Microsoft 365 in any form. The Managed Microsoft 365 service is suitable for Microsoft 365 cloud services only;
- (g) site visits: the Managed Microsoft 365 service is remotely delivered. Any site visits must be agreed with our service delivery partner, and additional charges may apply;
- (h) management of Cloud based PABX systems like Telstra Calling for Office 365;
- (i) any warranties or guarantees regarding uptime. The Managed Microsoft 365 service and associated inclusions are not an insurance service and do not imply or include any warranty or guarantees regarding service uptime;
- (j) any service outages or downtime caused by issues within the Microsoft platform (outside your direct tenancy). This is out of our control and falls outside the scope of the Managed Microsoft 365 service;
- (k) troubleshooting, support, and resolution activities for associated ICT components impacting the Microsoft 365 software and application experience. We may (but are not required to) agree to perform such activities for additional charges. The Managed Microsoft 365 service is limited to the administration, management and support of the Microsoft 365 platform including Microsoft 365 Business plans and their associated applications as listed in clause 8.7 of these terms;
- (I) website management; and
- (m) any other item or work not explicitly described in these terms as being part of the Managed Microsoft 365 service, is not included as part of that service.

Our Responsibilities

8.27 The following are our responsibilities in the delivery of the Managed Microsoft 365 service offering:



- (a) Our service delivery partner will collaborate with you to schedule the Managed Microsoft 365 service's initial configuration and set the agenda for required workshops or meetings;
- (b) we will complete the Service Deliverables detailed under "Service Deliverables Table" in clause 8.12;
- (c) we will provide support within the support boundary, being the specified Microsoft 365 Business licences and plans within your active production Microsoft 365 Business tenancy;
- (d) we will have access to an email alerting capable RMM tool or portal. Our system will generate alerts based on data as received from your tenancy, with default service thresholds pre-defined for specific monitored elements. Examples of alerts may include usage, availability, and other performance statistics. The range of available data to drive monitoring and alerting based services will vary between different Microsoft 365 plans and licences;
- (e) we will keep best practice policies updated, and rollout any feature updates released by the vendor as per included licence types and active subscriptions;
- (f) before we perform any service outside standard included Service Deliverables, we will provide a quotation for the non-standard services for your confirmation and acceptance;
- (g) we reserve the right to reverse any change requests we feel fall outside our fair use policies available on our website;
- (h) any other Telstra responsibilities set out in these terms or your Application Form.

Your Responsibilities

- 8.28 To receive the Managed Microsoft 365 service and access the Service Deliverables described above, you must:
 - (a) Pre-service checklist: complete the Managed Microsoft 365 Pre-Service Checklist we provide to you. This checklist will need to be signed off before the Managed Microsoft 365 service commences confirming your requirements and defining the managed licences within your Microsoft 365 Business tenancy. Reporting contacts must be provided, including confirmation of reporting frequency, and named contacts and email addresses for reports;
 - (b) Participation: ensure that the appropriate business owners and technical staff can attend or participate in our scheduled meetings or workshops as needed for us to perform the Managed Microsoft 365 service.
 - (c) Accurate IT information: provide accurate high-level detail on your internal IT services and strategy to the us. Please note that the Managed Microsoft 365 service and the Managed Microsoft 365 configuration and service design will be based on the information you provide to us and that we extract from your operating environment with remote tools. We will assume all the information you provide is up to date and valid for your tenancy.



- (d) Licencing: hold an active, valid Microsoft 365 tenancy with paid subscriptions for licences for us to deliver the Managed Microsoft 365, which must be obtained under a separate agreement, either through Telstra or Microsoft. It is your responsibility to ensure that your Microsoft 356 tenancy is appropriately licenced;
- (e) Access to systems: make sure and assist in providing us with appropriate administration credentials and remote access to the Microsoft 365 Business tenancy and management, so that we can administer and manage the tenancy on your behalf as per clauses 8.16 8.25. Administrator access to the Microsoft 365 tenancy will be restricted to Telstra and vendor parties only, to maintain service responsibility integrity;
- (f) Usage of your Internet connectivity: ensure that your business Internet connectivity is working and allow our remote monitoring and diagnostic tools to access and utilise your business Internet connectivity for delivering the Managed Microsoft 365 service (including obtaining any required consents or approvals and opening required network ports);
- (g) sign, date, and return a Customer Acceptance Certificate (**'CAC'**) we issue to you (once the Managed Microsoft 365 service has been deployed and tested as working); and
- (h) any other responsibilities set out in these terms or your Application Form, or reasonably requested by us to perform our obligations in respect of your Managed Microsoft 365 service.
- 8.29 Our ability to complete our ongoing service delivery obligations depends on you promptly providing the items and information outlined above. If you do not comply with your obligations in clause 8.28 above, or if we incur costs due to your negligence, fault, act, or omission, you may incur extra charges or alteration to your billing cycle for the Managed Microsoft 365 service as a result.

Invoicing

8.30 The Managed Microsoft 365 service is offered as a month-to-month service, calculated daily. Service usage data will be collected from the policy deployment date, based on daily usage rates for user assigned licences within the applicable Microsoft 365 Business tenancy. Fees will be billed monthly in arrears until expiration or termination of your agreement with us for your Managed Microsoft 365 service (whichever is earlier).

Service Pricing

- 8.31 Charges for the Managed Microsoft 365 service are set out in your Application Form and in the Managed Microsoft 365 Critical Information Summary, a copy of which will be provided to you. We may update these charges from time to time and notify you of any changes to service pricing. If any changes are made to the pricing after you have taken up the service and those price changes apply to your Managed Microsoft 365 service and have more than a minor detrimental impact on you in relation to that service, you may terminate your Managed Microsoft 365 service by written notice to us without having to pay any early termination charges for that service.
- 8.32 The Managed Microsoft 365 service will be matched to your Microsoft 365 Business tenancy,



and any changes (e.g., additions, cancellations, upgrades, downgrades) made to the underlying Microsoft licences will be automatically reflected in the amount we charge you for your service.

8.33 Charges will only apply to active licences that have a user assigned.

Location of services

- 8.34 All packages are delivered remotely.
- 8.35 Additional fees will apply if on-site visits are requested.

Software and Licence Eligibility

8.36 The Managed Microsoft 365 service is available only for current compatible Microsoft 365 Business cloud licences, purchased through Telstra, Microsoft, or an authorised third party cloud service provider.

Early termination and other charges

8.37 You may cancel your Managed Microsoft 365 service at any time before we start to work on your instructions. You may cancel at any time before we commence work on setting up your Managed Microsoft 365 service.

Other fees

- 8.38 As per 8.26, any work outside the Service Deliverables will incur extra costs. Examples of these are on-site visits, new tenancy setup, data migrations, SharePoint site creation, and new licence installations.
- 8.39 Any additional services costs considered as non-standard service requests will be communicated to, and agreed by you, before we commence work.

Special meanings

8.40 In this clause 8, the following words have the following meanings:

Customer Acceptance Certificate or **CAC** means the document you must sign upon completion of the relevant Service Deliverables, as contemplated in clause 8.28(g).

Incident means a Service Ticket that we classify as an Incident, as contemplated in clause 8.20(b).

Impact has the meaning given to it in clause 8.20(d).

ITSM has the meaning given to it in clause 8.16(a).

Local Business Hours has the meaning given to it in clause 8.11(a).

Response Times has the meaning given to it in clause 8.20(e).

RMM means remote monitoring and management.



Service Deliverables has the meaning given to it in clause 8.12.

Service Desk means the service desk as described in clause 8.13.

Service Level means the service levels set out in clauses 8.20(e) and 8.21(d).

Service Request means a Service Ticket that we classify as a Service Request, as contemplated in clause 8.21(c).

Service Ticket has the meaning given to it in clause 8.19(b).

Urgency has the meaning given to it in clause 8.20(c).

9 MANAGED ENDPOINT

Service Summary

9.1 Telstra's Managed Endpoint service provides you with administration services, proactive monitoring, management, and user support for your Managed Endpoints on a "best effort" basis, including as set out in the table below (and further described in this section of Our Customer Terms) (**ME Service**):

Policy Configuration & Remote Management

Policy configuration (see clauses 9.4 - 9.7 for more details)

Deployment of Telstra's Desired State Configuration policy blueprint and desired state configuration for your Managed Endpoints.

Remote management setup, configuration, and testing (see clause 9.8 for more details)

- Setup of a monitoring and alerting system.
- Supply, configuration, installation and validation of monitoring tools or necessary software agents by which our IT Service Management (ITSM) tools can remotely monitor and manage your Managed Endpoints
- Documenting and updating service information about your Managed Endpoints including common tickets and software utilisation, as well as the configuration of alerting and knowledge articles.

Service Operation

Monitoring and Alerting (see clauses 9.9 - 9.11 for more details)

- Automated remote monitoring of your Managed Endpoints for availability, event logs, system information and policy configuration according to your plan.
- Near real-time automated ticketing and response based on detected policy changes and security issues, faults, and usage statistics.

Service Desk (see clauses 9.18 - 9.25 for more details)

- You may lodge Support Requests relating to your Managed Endpoints.
- Proactive logging of detected service faults
- Managed Endpoint user backup supporting OneDrive and SharePoint
- Third-party vendor management including:
 - Licence management
 - Level 4 Vendor support escalations

Incident and Problem Management (see clauses 9.26 -9.34 for more details)

Management of unplanned issues or degraded service experience or capability of the Managed Endpoints through an incident management process that includes:

Detection



	 Investigation Diagnosis Resolution Recovery End user support
	Monthly Service Reporting (see clauses 9.35 - 9.36 for more details)
Lifecycle Management	 Service Asset & Configuration Management (see clause 9.12 for more details) Monthly reporting and tracking on ownership of Managed Endpoints throughout the asset lifecycle Maintaining service-related information about the Managed Endpoints, their relationship to each other, and other customer-relevant or service management-related data.
	Patch Management (see clauses 9.13 - 9.16 for more details) Patch management for the Supported Technology.
	 Improvement recommendations (see clause 9.17 for more details) Recommending actions that you can take to improve the availability, reliability, and performance of your Managed Endpoints.

9.2 The ME Service is provided remotely and does not include on-site support or assistance.

Eligibility

- 9.3 In order to be eligible to acquire the ME Service, you must:
 - (a) be a Telstra Business customer and have an ABN;
 - (b) have and maintain a Managed Microsoft 365 (MM365) service with us;
 - (c) have and maintain a valid and current Microsoft Intune licence for each Managed Endpoint; and
 - (d) have each Managed Endpoint registered in your Intune environment.

Policy configuration

- 9.4 Your Managed Endpoints will be managed in accordance with a Telstra managed Desired State Configuration policy blueprint.
- 9.5 This "**Desired State Configuration**" is a standard Telstra policy blueprint (which may change from time-to-time, including to adapt to new versions or releases of Windows and MacOS) designed to enable proactive management, automated ticketing, real time monitoring, and self-healing of your tenancy through our IT Service Management (ITSM) platform (subject to available telemetric data).
- 9.6 We will configure your Managed Endpoints as per the Desired State Configuration. Such configuration is designed to help ensure that your users and their Managed Endpoints can access the correct data and resources safely and securely.
- 9.7 If the policies on a Managed Endpoint are changed so that they do not reflect the Desired State Configuration, the Desired State Configuration will be reinstated on that Managed Endpoint within a reasonable period of time, as determined by Telstra (acting reasonably).



Remote management setup, configuration and testing

9.8 We will:

- (a) set up a monitoring and alerting system;
- (b) supply, configure, and install monitoring tools or software agents as required by our IT Service Management (ITSM) tools to remotely monitor and manage your Managed Endpoints;
- (c) document and update service-related information about your Managed Endpoints, as well as configuration of our alerting system;
- (d) validate the monitoring tools and processes for your Managed Endpoints; and
- (e) implement or activate Remote Monitoring and Management (**RMM**) tools, linking them to your Managed Endpoints. These tools may include admin access to your Managed Endpoints, their associated management portal and, if we determine it is needed, installation of local software agents to allow increased visibility and control.

Monitoring and alerting

9.9 Our Service Desk will perform active monitoring of your Managed Endpoints during the Business Support Hours. This includes monitoring for alert events and common trends of your Managed Endpoints and lodging Service Tickets on your behalf for remediation.

9.10 This includes:

- (a) informing you of any impacts on your Managed Endpoints as required;
- (b) reporting on performance-related critical threshold breaches, faults and usage statistics sent to you monthly;
- (c) tracking your Managed Endpoints' health and usage via our RMM system and keeping records of these activities/fault tickets for the duration of your ME Service. All collected data will be deleted on termination of the ME Service (except for archival purposes or otherwise required by law). RMM capabilities are subject to available telemetric and analytical data and the data may differ between Managed Endpoints;
- (d) interpreting your Managed Endpoints' logs and associated performance events and metrics as inputs to performance reporting, alerting, and diagnostic tasks; and
- (e) maintaining an ongoing record of your Managed Endpoints configuration in support of the Managed Endpoints.
- 9.11 For the avoidance of doubt, your ME Service will not be actively monitored by the Service Desk outside of Business Support Hours. However, automated processes will remain active outside of these hours, such as monitoring your Managed Endpoints for availability, event logs, system information and performance counters (subject to the capability of the Managed Endpoint).

Service asset and configuration management



- 9.12 We will maintain and update a record of service-related information about the Managed Endpoints. This includes:
 - (a) maintaining a record of configuration information of the Managed Endpoints and other Managed Endpoint related data, including:
 - (i) managed licence type;
 - (ii) authorised customer contacts; and
 - (iii) active user details per Managed Endpoint;
 - (b) maintaining vendor information as needed to deliver ongoing ME Services; and
 - (c) tracking the ownership and age of your Managed Endpoints.

Patch management

- 9.13 We will provide patch management of the Managed Endpoints, which includes finding, testing, distributing, and applying updates to Supported Technology when required to help correct or prevent errors (also referred to as "vulnerabilities" or "bugs"), and to implement new features and/or improvements.
- 9.14 This includes:
 - (a) monitoring and sourcing the Managed Endpoint's manufacturer's latest model-specific firmware versions as they become available, in-line with our and the endpoint manufacturer's latest recommended version advice; and
 - (b) verifying that Managed Endpoint connectivity is restored after the Supported Technology update/patching.
- 9.15 If the software update causes an issue, we will follow the manufacturer's rollback procedure, with the primary goal being to ensure connectivity uptime.
- 9.16 You acknowledge and agree that:
 - (a) version updates and urgent security related endpoint updates may be applied to the Supported Technology at any time;
 - (b) any software or firmware update involves risk; and
 - (c) we are not responsible or liable for any loss or damage you incur or suffer in connection with our implementation of any third-party update, patch or fix into any of your Managed Endpoints in accordance with your agreement with us, except to the extent such loss or damage was caused by our negligence or breach of your agreement with us.

Improvement recommendations

9.17 Based on the information set out in the Monthly Report, we may recommend actions or changes that you can implement to improve the availability, reliability and performance of your Managed Endpoints.



Service Desk Operations

- 9.18 Your may lodge a request for support or assistance in relation to your Approved Environment via phone or email (**Support Request**) using the details we provide you (**Service Desk**).
- 9.19 The Service Desk will only provide support and assistance during the Business Support Hours.
- 9.20 All Support Requests reported to the Service Desk will be logged as a service ticket in Telstra's IT Service Management (ITSM) platform (**Service Ticket**) and will be the single source of truth for Service Ticket resolution.
- 9.21 As part of Service Ticket resolution, the Service Desk will:
 - (a) log the Service Ticket and provide you with a Service Ticket reference number for the Service Ticket;
 - (b) classify the Service Ticket as appropriate;
 - (c) manage the Service Ticket until it is closed;
 - (d) provide you with status updates for the Service Ticket as appropriate; and
 - (e) advise you of the closure of the Service Ticket.
- 9.22 In relation to all Support Requests:
 - (a) you must ensure that they are only lodged by an authorised contact for your business (or by someone who has approval from an authorised contact);
 - (b) you must provide us with the following information:
 - (i) your customer account number / account name and service number;
 - (ii) your contact details;
 - (iii) details and urgency of the Service Request (for example, symptoms and degree of impact);
 - (iv) impacted areas of your business;
 - (v) outcome required; and
 - (vi) any other related information that you believe is pertinent,

otherwise we may not process the Support Request.

- 9.23 Where we reasonably believe the Service Ticket does not fall within the scope of the ME Service, we will promptly advise you. If we reasonably believe the Service Ticket cannot be resolved, we will communicate why we believe the Service Ticket cannot be resolved.
- 9.24 In cases where incidents are caused by a service or product in which we cannot control and/or support (such as third-party products and services), we will direct you to the third-party vendor support processes. We are not responsible or liable for issues or incidents



caused by third party products or third-party vendors (including updates, patches and fixes provided by third party vendors), except to the extent such issue or incident was caused by our negligence or breach of your agreement with us.

Support Hours

9.25 The Service Desk is only available during **Business Support Hours**, which are Monday to Friday, 8:30am to 5pm (based on your Site and excluding public holidays).

Support Requests classification

- 9.26 When processing a Service Ticket, we will classify it as either:
 - (a) an Incident; or
 - (b) a Service Request.
- 9.27 **Incident** is an unplanned interruption to your Approved Environment, or reduction in the quality of your Approved Environment.
- 9.28 **Service Request** is a Support Request that does not relate to an Incident and that relates to the following remotely delivered services in relation to your Approved Environment:
 - (a) Moves / Adds / Changes / Deletions (MACD);
 - (b) password changes; and/or
 - (c) requests for information in response to "How to" questions.

Incident classification

9.29 If we classify a Service Ticket as an Incident, the Service Desk will determine a priority rating based on the Impact and Urgency matrix as listed in the table below:

		URGENCY		
		High	Medium	Low
	High	Priority 1 - Critical	Priority 2 – High	Priority 3 - Medium
IMPACT	Medium	Priority 2 - High	Priority 2 –High	Priority 3 - Medium
	Low	Priority 3 - Medium	Priority 3 – Medium	Priority 3 – Medium

Urgency: We define Urgency as the necessary speed of restoration of service, based on available information, and it is classified as follows:

- **High**: No work can be performed, and your service is down at either a major site or multiple sites.
- **Medium**: Unable to perform some work tasks, but most business operations continue.
- **Low**: Information requests / low priority work tasks.

Impact: We define Impact as the measure of how business-critical the Service Ticket is, based on available information, and it is classified as follows:



- **High**: Entire Approved Environment inoperable across the total user population, causing a critical impact on your business operations.
- **Medium**: Approved Environment partially inoperable, and service is severely degraded, impacting significant aspects of business operations.
- **Low**: Any degradation in service to Approved Environment.

Service Requests

9.30 If we classify a Service Ticket as a Service Request, it will be considered Priority 3 as described below by default unless we reasonably believe it should be a higher priority. The priority of a Service Request will be assessed on the Impact and Urgency as defined in clause 9.29 above.

		URGENCY		
		High	Medium	Low
IMPACT	Low	Priority 3 – Low		

Service levels and targets

9.31 We will aim (but do not promise or guarantee) to respond to Service Tickets within the target response times set out in the table below (**Response Times**) based on the Service Ticket priority ranking:

Priority	Response Times	Service Level
Priority 1	1 Business Hour	Assign a Service Ticket to at least 95% of Incidents and
Priority 2	4 Business Hours	communicated the assignment to customers within Response Times
Priority 3	8 Business Hours	·

- 9.32 Response Times are calculated:
 - (a) from the time we receive your Service Request in relation to the Incident to the time we issue the Service Ticket to you; and
 - (b) only within the Business Support Hours.
- 9.33 Unless a service level exclusion set out in clause 9.34 applies, we aim to, but do not promise or guarantee, to meet the service levels and targets set out above and you are not entitled to any credit if we do not meet those service levels or targets.

Service level exclusions

- 9.34 The Response Time targets and service levels will not apply, and we will not be responsible for a failure to meet the applicable Response Time if the issue or our failure to meet the Response Time results from:
 - (a) a fault or failure to meet a Response Time is caused by you;
 - (b) a failure by you to comply with the terms of your agreement with us;



- (c) any period of a scheduled maintenance;
- (d) any interference to you or your third party's services, infrastructure, equipment, software (including operating or email systems), configurations or other technology that support your environment that is out of our direct control;
- (e) any unauthorised changes made by you or a third party to your technology infrastructure, software or configurations; or
- (f) suspension or termination of your right to use or access the ME Service.

Data collection and monthly service reporting

- 9.35 To deliver your ME Service, we may collect system health data, change data, and Service Ticket history in relation to your Approved Environment.
- 9.36 We will provide you with a monthly report in relation to your ME Service (**Monthly Report**).

What is not included

- 9.37 The ME Service does not include:
 - (a) Microsoft 365 or Intune software plans or licences;
 - (b) initial setup of new Microsoft 365 licences;
 - (c) training of any kind, including as to how to operate or use any software functionality;
 - (d) the supply of hardware, applications or devices and installation, cabling, or any other underlying requirements, equipment or infrastructure installation unless explicitly specified in your agreement with us (this includes cabling or any other works requiring civil works and accreditations (electrical, plumbing, etc.));
 - (e) management or administration of any software other than as expressly set out in this section of Our Customer Terms;
 - (f) support for any on-premises deployments of Managed Endpoints or Microsoft 365;
 - (g) management of Cloud based PABX systems like Telstra Calling for Office 365;
 - (h) support in relation to any service outages or downtime caused by issues within the Managed Endpoint operating systems or Microsoft platform (outside your direct tenancy);
 - (i) troubleshooting, support, and resolution activities for any ICT component impacting the Managed Endpoints and application experience;
 - (j) website management; and
 - (k) any other item or work not explicitly described in this section of Our Customer Terms as being part of the ME Service.

Your responsibilities



- 9.38 You must perform and provide the following as and when reasonably requested by us:
 - (a) assist us in completing the Pre-Service Checklist that we provide to you, confirming your requirements and defining the design and layout within the approved IT environment to be covered by the ME Service;
 - (b) ensure that the appropriate business owners and technical staff can attend or participate in our scheduled meetings, workshops and remote support as needed for us to perform the ME Service;
 - (c) provide accurate high-level detail on your internal IT services and strategy to us. Please note that the support provided by the ME Service and service design will be based on the information you provide to us and that we extract from your operating environment with remote tools. We will assume all the information you provide is up to date and valid for your operating environment;
 - (d) provide us with appropriate administration credentials and remote access to hardware and systems, so that we can administer, manage and support the environment on your behalf as per your agreement with us. Telstra suggests that you use a password management tool. You are responsible for maintaining and keeping passwords up-to-date;
 - (e) ensure that your business Internet connectivity is working and allow our remote monitoring and diagnostic tools to access and utilise your business Internet connectivity for delivering the ME service (including obtaining any required consents or approvals and opening required network ports);
 - (f) promptly provide the items and information outlined above (otherwise, you may incur extra charges or alteration to billing milestones for the ME Service as a result); and
 - (g) sign, date, and return the Client Acceptance Certificate (**CAC**) within 7 days of the CAC being issued to you.

Fees and Charges

9.39 The fees and charges for the ME Service are set out below:

Fees for the ME Service	\$0.32 per Managed Endpoint per day.
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- 9.40 The applicable fees and charges for your ME Service:
 - (a) will be billed monthly in arrears, starting from the date on which the Desired State Configuration policy is deployed; and
 - (b) are calculated on a daily basis for each day of the relevant month as follows:

 $\mathbf{A} = \mathbf{B} \times \mathbf{C}$

where:

A is the fees and charges payable by you for your ME Service for the relevant day;



B is the number of Managed Endpoint for that day; and

C is the applicable rate per Managed Endpoint (as set out in clause 9.39 above).

Term and Termination

- 9.41 Once we activate your ME Service (which may be a notice by us to you that your ME Service is ready for use):
 - (a) your ME Service will automatically continue on a month-to-month basis until it is terminated; and
 - (b) you may terminate the ME Service by providing us with 30 days' written notice.
- 9.42 Your ME Service for all Managed Endpoints will automatically be terminated if you fail to comply with clause 9.3(b).
- 9.43 Your ME Service for an individual Managed Endpoint will be automatically terminated if you fail to comply with clauses 9.3(c) and 9.3(d) in respect of the relevant Eligible Device.
- 9.44 If we decided to exit the ME Service from the market, we will give you at least 90 days written notice in which case your ME Service will terminate on the date set out in the notification.

Definitions

- 9.45 In this clause 10:
 - (a) **Approved Environment** means the Managed Endpoints.
 - (b) **Business Support Hours** has the meaning given to it in clause 9.25.
 - (c) **Customer Acceptance Certificate** or **CAC** means the document of the same name that we provide to you.
 - (d) **Desired State Configuration** has the meaning given to it in clause 9.5.
 - (e) **Eligible Device** means any laptop or desktop running a Supported Operating System.
 - (f) **Managed Endpoint** means an Eligible Device that is registered in your Intune environment and that is not in the exclusion section of your Intune environment.
 - (g) **ME Service** has the meaning given to it in clause 9.1.
 - (h) **Monthly Report** has the meaning given to it in clause 9.36.
 - (i) **Pre-Service Checklist** means the document of the same name that is completed by us or on our behalf, with your input, prior to the commencement of the ME Service.
 - (j) **RMM** has the meaning given to it in clause 9.8(e)
 - (k) **Service Desk** has the meaning given to it in clause 9.18.



- (I) **Service Ticket** has the meaning given to it in clause 9.20.
- (m) **Site** means the Australian address that you provide to us in the Pre-Service Checklist.
- (n) **Support Request** has the meaning given to it in clause 9.18.
- (o) **Supported Operating Systems** means a version of macOS or Windows that is currently supported by Apple or Microsoft (as applicable), and any other operating system determined by Telstra in its absolute discretion and as notified to you.
- (p) **Supported Software** means a version of Microsoft 365 (including all Microsoft 365 applications) that is currently supported by Microsoft, and any other software determined by Telstra in its absolute discretion and as notified to you.

Supported Technology means the Supported Software and/or the Supported Operating Systems (as applicable).

10 GENERAL IT HELPDESK

Service Summary

10.1 Telstra's General IT Helpdesk service is designed to remotely provide you with a level of general and reactive technical support and assistance across your Approved Environment for a specific number of Included Support Hours per month (depending on your selected plan) on a "best effort" basis (**GITH Service**), including the following:

Support	Support is only for devices commonly used for business purposes ('tools of trade'), such as PC's, printers & scanners, iOS & Android devices, and Network equipment Remote support for applications and software commonly used for business Break/Fix resolution Multi-Office support Assistance installing & configuring common peripherals
Internet & Networks	Support for your Telstra fixed business broadband and mobile services including: Troubleshooting internet and Wi-Fi connectivity Assistance with setup and configuration of business internet Connecting multiple users and peripherals onto the network Help to diagnose and assist with network management and configuration Fault resolution for Telstra related internet concerns Diagnose internet performance concerns Network devices, Local and Wide Area Network support
Email	 Email user setup support Set up group and shared email accounts Business email troubleshooting, advice and clean up Corporate Email policy and group management
Storage & backup advice	 Business data storage assistance and support Data backup advice and support Support with data restoration



	Support for Mobile, Laptop, Tablet, or peripheral setup & troubleshooting (iOS, Android & Windows) including: • Software/firmware upgrades and patching
Devices, Apps & Hardware	Help with Microsoft 365 technical issuesSupport for multi-function device (printers, scanners)
	Cloud storage assistance3rd Party software vendor support
	Support of business grade endpoint Anti-virus software
	Settings and privacy setup (based on requests)
Security & Protection	Help with device operating system recovery
T TOTOGUION	Support/guidance on network security and configuration
Voice & Calling	Support for Telstra phone systems and Telstra VOIP
	Moves, adds or changes for supported Telstra UC systems

- 10.2 In cases where incidents are caused by a service or product in which we cannot control and/or support (such as third-party products and services), we will direct you to the third-party vendor support processes. We are not responsible or liable for issues or incidents caused by third-party products or third party vendors (including updates, patches and fixes provided by third party vendors).
- 10.3 The GITH Service:
 - (a) is provided remotely and does not include on-site support or assistance; and
 - (b) only provides reactive support and assistance. This means that we do not provide any support or assistance unless and until you have lodged a Support Request with us as set out below.

Included Support Hours

- 10.4 Support and assistance is only provided each month for the number of monthly support hours included in your selected plan for the GITH Service (**Included Support Hours**). You can select a Small, Medium or Large plan. The number of Included Support Hours for each plan are detailed in clauses 10.29 10.32.
- 10.5 Time is deducted from your Included Support Hours each time you lodge a Support Request from the moment the Support Request is classified as "in progress" in our IT Service Management platform until its status is changed to "closed" in our IT Service Management platform.
- 10.6 Time will not be deducted from your Included Support Hours:
 - (a) if and while your Support Request is classified as "awaiting info" in our IT Service Management platform; and
 - (b) if you separately acquire a managed service from us that is supported via the Telstra Business Technology Centre and the support provided is included in your agreement with us for that service.
- 10.7 If you have used up all your Included Support Hours in any given month, we are not obliged or required to action any further Support Request during that month.



Eligibility

- 10.8 To be eligible to receive the GITH Service, you must:
 - (a) have and maintain a Managed Microsoft 365 (MM365) service with us; and
 - (b) be a Telstra Business customer with an ABN.

Service Desk Operations

- 10.9 You may lodge a request for support or assistance in relation to your Approved Environment via phone or email (**Support Request**) using the details we provide you (**Service Desk**).
- 10.10 The Service Desk will only provide support and assistance during the Business Support Hours.
- 10.11 All Support Requests reported to the Service Desk will be logged as a service ticket in Telstra's IT Service Management (ITSM) platform (**Service Ticket**) and will be the single source of truth for Service Ticket resolution.
- 10.12 As part of Service Ticket resolution, the Service Desk will:
 - (a) log the Service Ticket and provide you with a Service Ticket reference number for the Service Ticket;
 - (b) classify the Service Ticket as appropriate;
 - (c) manage the Service Ticket until it is closed;
 - (d) provide you with status updates for the Service Ticket as appropriate; and
 - (e) advise you of the closure of the Service Ticket.
- 10.13 In relation to all Support Requests:
 - (a) you must ensure that they are only lodged by an authorised contact for your business (or by someone who has approval from an authorised contact);
 - (b) you must provide us with the following information:
 - (i) your customer account number / account name and service number;
 - (ii) your contact details;
 - (iii) details and urgency of the Service Request (for example, symptoms and degree of impact);
 - (iv) impacted areas of your business;
 - (v) outcome required; and
 - (vi) any other related information that you believe is pertinent,



otherwise we may not process the Support Request.

10.14 Where we reasonably believe the Service Ticket does not fall within the scope of the GITH Service (as set out in this section of Our Customer Terms), we will promptly advise you. If we reasonably believe the Service Ticket cannot be resolved, we will communicate why we believe the Service Ticket cannot be resolved.

Support Hours

- 10.15 The Service Desk is only available during **Business Support Hours**", which are:
 - (a) Monday to Friday, 8:30am to 5pm (based on your Site and excluding public holidays)

Support Requests classification

- 10.16 When processing a Service Ticket, we will classify it as either:
 - (a) an Incident; or
 - (b) a Service Request.
- 10.17 **Incident** is an unplanned interruption to your Approved Environment, or reduction in the quality of your Approved Environment.
- 10.18 **Service Request** is a Support Request that does not relate to an Incident and that relates to the following remotely delivered services in relation to your Approved Environment:
 - (a) Moves / Adds / Changes / Deletions (MACD);
 - (b) password changes; and/or
 - (c) requests for information in response to "How to" questions.

Incident classification

10.19 If we classify a Service Ticket as an Incident, the Service Desk will determine a priority rating based on the Impact and Urgency matrix as listed in the table below:

	URGENCY			
		High	Medium	Low
IMPACT	High	Priority 1 - Critical	Priority 2 – High	Priority 3 - Medium
	Medium	Priority 2 - High	Priority 2 –High	Priority 3 - Medium
	Low	Priority 3 - Medium	Priority 3 – Medium	Priority 3 – Medium

Urgency: We define Urgency as the necessary speed of restoration of service, based on available information, and it is classified as follows:

- **High**: No work can be performed, and your service is down at either a major site or multiple sites.
- **Medium**: Unable to perform some work tasks, but most business operations continue.



• **Low**: Information requests / low priority work tasks.

Impact: We define Impact as the measure of how business-critical the Service Ticket is, based on available information, and it is classified as follows:

- **High**: Entire Approved Environment inoperable across the total user population, causing a critical impact on your business operations.
- **Medium**: Approved Environment partially inoperable, and service is severely degraded, impacting significant aspects of business operations.
- **Low**: Any degradation in service to Approved Environment.

Service Requests

10.20 If we classify a Service Ticket as a Service Request, it will be considered Priority 3 as described below by default unless we reasonably believe it should be a higher priority. The priority of a Service Request will be assessed on the Impact and Urgency as defined in clause 10.19 above.

	URGENCY			
		High	Medium	Low
IMPACT	Low	Priority 3 – Low		

Service levels and targets

10.21 We will aim (but do not promise or guarantee) to respond to Service Tickets within the target response times set out in the table below (**Response Times**) based on the Service Ticket priority ranking:

Priority	Response Times	Service Level
Priority 1	1 Business Hour	Assign a Service Ticket to at least 95% of Incidents and
Priority 2	4 Business Hours	communicated the assignment to customers within Response Times
Priority 3	8 Business Hours	

- 10.22 Response Times are calculated:
 - (a) from the time we receive your Service Request in relation to the Incident to the time we issue the Service Ticket to you; and
 - (b) only within the Business Support Hours.
- 10.23 Unless a service level exclusion set out in clause 10.24 applies, we aim to, but do not promise or guarantee, to meet the service levels and targets set out above and you are not entitled to any credit if we do not meet those service levels or targets.

Service level exclusions

10.24 The Response Time targets and service levels will not apply, and we will not be responsible for a failure to meet the applicable Response Times if the issue or our failure to meet the



Response Time results from:

- (a) a fault or failure to meet a Response Time is caused by you;
- (b) a failure by you to comply with the terms of your agreement with us;
- (c) any period of a scheduled maintenance;
- (d) any interference to you or your third party's services, infrastructure, equipment, software (including operating or email systems), configurations or other technology that support your environment that is out of our direct control;
- (e) any unauthorised changes made by you or a third party to your technology infrastructure, software or configurations; or
- (f) suspension or termination of your right to use or access the GITH Service.

Data Collection and Monthly Service Reporting

- 10.25 To deliver your GITH Service, we may collect system health data, change data, and Service Ticket history in relation to your Approved Environment.
- 10.26 We will provide you with a monthly report in relation to your GITH Service.

What is not included?

- 10.27 The GITH Service does not include any of the following:
 - (a) training of any kind, including as to how to operate or use any software functionality;
 - (b) any pro-active support or assistance;
 - (c) the supply of hardware, applications or devices and installation, cabling, or any other underlying requirements, equipment or infrastructure installation unless explicitly specified in your agreement with us (this includes cabling or any other works requiring civil works and accreditations (electrical, plumbing, etc.));
 - (d) support or assistance for the following items, unless otherwise agreed in writing between you and us:
 - (i) anything other than the Approved Environment;
 - (ii) unlicenced software;
 - (iii) any software version that is not supported by the applicable third party provider;
 - (iv) warranty management;
 - (v) website management;
 - (vi) Servers (Hardware/Hypervisor/OS);



- (vii) Storage Area Networks;
- (viii) UPS systems; and
- (ix) PABX, Cloud Telephony & Hardware;
- (e) unless otherwise agreed in writing between you and us, support for:
 - (i) Point of Sale (POS) IT troubleshooting;
 - (ii) Custom applications;
 - (iii) Line of Business applications;
 - (iv) Industry specific hardware (e.g. Manufacturing, Legal, Medical, etc.);
 - (v) Industry specific software; and
 - (vi) Physical security systems & CCTV,

or any other bespoke or not generally commercially available hardware or software;

- (f) cloud hosting services including billing and cost optimisations, migrations, backup and recovery; and
- (g) any other item or work not explicitly described in this section as being part of the GITH Service.

Your Responsibilities

- 10.28 You must perform and provide the following as and when reasonably requested by us:
 - (a) assist us in completing the Pre-Service Checklist that we provide to you confirming your requirements and defining the design and layout within the Approved Environment to be covered by the GITH Service;
 - (b) ensure that the appropriate business owners and technical staff can attend or participate in our scheduled meetings, workshops and remote support as needed for us to perform the GITH Service;
 - (c) provide accurate high-level detail on your internal IT services and strategy to us. Please note that the support provided by the GITH Service and service design will be based on the information you provide to us and that we extract from your Approved Environment with remote tools. We will assume all the information you provide is up to date and valid for your Approved Environment;
 - (d) provide us with appropriate administration credentials and remote access to hardware and systems, so that we can administer, manage and support the Approved Environment on your behalf as per your agreement with us. Telstra suggests that you use a password management tool. You are responsible for maintaining and keeping passwords up-to-date;
 - (e) ensure that your business Internet connectivity is working and allow our remote



monitoring and diagnostic tools to access and utilise your business Internet connectivity for delivering the GITH Service (including obtaining any required consents or approvals and opening required network ports);

- (f) promptly provide the items and information outlined above (otherwise, you may incur extra charges or alteration to billing milestones for the GITH Service as a result); and
- (g) sign, date, and return the Customer Acceptance Certificate (**CAC**) within 7 days of the CAC being issued to you.

Plans and Fees

10.29 The GITH Service plans and corresponding fees and charges are as follows:

	Small Plan	Medium Plan	Large Plan
Monthly Charge (incl	\$350	\$750	\$1,250
GST)	per month per plan	per month per plan	per month per plan
Number of Included	3 hours per month per plan	8 hours	15 hours
Support Hours		per month per plan	per month per plan

- 10.30 You may request to upgrade or downgrade your Service from one plan to another at any time but no more than once per monthly billing cycle (**Change Request**). The upgrade or downgrade (and the applicable increase or decrease in the applicable fees and charges) will take effect once the request is successfully completed in our systems. This may be the following month or the one thereafter, depending on when the Change Request was made.
- 10.31 If you have materially requested support in excess of your Included Support Hours across a period of time (as determined by us), we may require you to upgrade your GITH Service to a larger plan for the following month(s).
- 10.32 We will bill you the applicable fees and charges for your GITH Service monthly in advance.

Term and Termination

- 10.33 Once we activate your GITH Service (which may be a notice by us to you that your GITH Service is ready for use):
 - (a) your GITH Service will automatically continue on a month-to-month basis until it is terminated; and
 - (b) you may terminate the GITH Service by providing us with 30 days' written notice.
- 10.34 Your GITH Service will be terminated if you no longer have a Managed Microsoft 365 (MM365) service with us.
- 10.35 If we decided to exit the GITH Service from the market, we will give you at least 90 days written notice in which case your GITH Service will terminate on the date set out in the notification.



Definitions

10.36 In this clause 11:

- (a) **Approved Environment** means the IT environment (or relevant parts of it) recorded in the Pre-Service Checklist.
- (b) **Business Support Hours** has the meaning set out in clause 10.15.
- (c) **Change Request** has the meaning set out in clause 10.30.
- (d) **Customer Acceptance Certificate or CAC** means the document of the same name that we provide to you and that you must return to us.
- (e) **GITH Service** has the meaning given to it in clause 10.1.
- (f) **Incident** has the meaning given to it in clause 10.17.
- (g) **Included Support Hours** has the meaning given to it in clause 10.4.
- (h) **Pre-Service Checklist** means the document of the same name that is completed by us or on our behalf, with your input.
- (i) **Service Desk** has the meaning given to it in clause 10.9.
- (j) **Service Request** has the meaning given to it in clause 10.18.
- (k) **Service Ticket** has the meaning given to it in clause 10.11.
- (I) **Site** means the Australia address that you provide to us in the Pre-Service Checklist.
- (m) **Support Request** has the meaning given to it in clause 10.9.

11 ADAPTIVE COLLABORATION PROFESSIONAL SERVICE FOR BUSINESS

Service Summary

- 11.1 The Adaptive Collaboration Professional Service for Business is a professional service to configure software and connect hardware in connection with Adaptive Collaboration services. There are two options available:
 - (a) **Cloud Onboarding**: This service is delivered remotely, and is limited to the design and deployment of Adaptive Collaboration call flows for call handling processes and routing, up to the limits for the package chosen; and
 - (b) **Handset Install**: This service is delivered onsite, and is limited to installation and configuration of eligible handset devices for use with Adaptive Collaboration.

Eligibility requirements



The Adaptive Collaboration Professional Service for Business is offered to Small and Medium 11.2 Business Customers who have ordered an Adaptive Collaboration service and require professional services to support that service.

Cloud Onboarding - What is included?

- 11.3 The Cloud Onboarding service is delivered remotely by a Telstra technician. It includes the following services, up to the limits for the package chosen, as set out in the table below:
 - (a) **Call Flow Design:** designing call flows for the customer's Adaptive Collaboration services that take into account their functional needs and organisational objectives. Customers can collaborate with Telstra technicians to determine the optimal structure for their workflows:
 - (b) Call Flow Deployment: remote setup of these call flows, including integration with the Adaptive Collaboration portal and Microsoft Teams admin centre; and
 - (c) **Call Flow Testing:** testing of the call flows to verify configuration and confirm the system operates effectively before deployment.

Service	Basic Flow	Complex Flow
Auto- attendant/ IVR	1	2-5
Call queues/ hunt groups	Up to 5	Up to 10
Custom dial rule	Not included	Not included

For any services beyond the scope of these packages, a fixed scope and pricing will be agreed via a statement of work prior to service deployment.

Cloud Onboarding - Service Deliverables

A description of each **Service Deliverable** is set out in clauses 11.5 to 11.7. 11.4

Call Flow Design

- 11.5 This aspect of the Cloud Onboarding service comprises:
 - (a) Conducting a discovery session to gather business needs.
 - Identifying call handling preferences, user roles, and expected routing logic, including (b) elements such as:
 - (i) Auto-attendants / IVRs; and
 - Call queues and hunt groups. (ii)



(c) Aligning the design with the customer's operational structure and user experience goals.

Call Flow Deployment

- 11.6 This aspect of the Cloud Onboarding service comprises:
 - (a) Using the Adaptive Collaboration portal and/or Microsoft Teams admin center to configure the call flows remotely.
 - (b) Providing the customer with a call flow diagram and configuration summary.

Call Flow Testing

- 11.7 This aspect of the Cloud Onboarding service comprises:
 - (a) Performing remote testing to validate routing logic and user experience; and
 - (b) Verifying with the customer that the calling flow functions as their design mandates.

Cloud Onboarding - What is not included?

- 11.8 The Cloud Onboarding service does not include:
 - (a) Design and deployment of any custom dial rules (unless specifically agreed in a bespoke statement of work);
 - (b) Onsite installation of devices and handsets;
 - (c) Site auditing or assessment of infrastructure readiness, such as cabling;
 - (d) Confirming that all endpoints and features behave as expected; and
 - (e) User guides and training materials.

Cloud Onboarding - Telstra Responsibilities:

- 11.9 The following are Telstra's responsibilities in the delivery of the Cloud Onboarding service:
 - (a) collaborate with you to schedule a date and time for the service to be delivered;
 - (b) complete the deliverables as detailed in these terms; and
 - (c) complete all requirements as detailed in our presales checklist document.

Cloud Onboarding - Customer Responsibilities:

- 11.10 You must promptly ensure the following for the successful delivery of the Cloud Onboarding service:
 - (a) Microsoft Licences: If you have chosen Microsoft Operator Connect for Business, meet all Microsoft 365 licence dependency requirements, and maintain an up-to-date subscription for those licences;



- (b) Complete Pre-Checklist: you complete and sign the pre-sales checklist we provide to you, to confirm your requirements. The accuracy of the information in this checklist is critical, as it will facilitate this service delivery. Any inaccurate information may incur further charges;
- (c) Agree to and keep installation appointments: you keep any installation appointments. As this is a professional service, we reserve the right to charge for missed service appointments. Please provide at least two business days' notice if you wish to reschedule an appointment;
- (d) Access to systems: you provide relevant admin access credentials and access to existing systems to allow us to complete the required configuration, deployment and testing of the environment, including, but not limited to, activation of remote management, automation, and access tools (where necessary);
- (e) Act as remote hands: you act as "remote hands" where necessary. In some instances, and with specific technologies, remote tools cannot be used. In these cases, you may be asked to provide "remote hands," e.g. act on our instructions to perform specific needed functions, such as downloading and activating specific applications on a mobile device;
- (f) Sign the Customer Acceptance Certificate ('**CAC'**): you sign, date and return the CAC upon successful completion of the Adaptive Collaboration Professional Service for Business service. Our technician or account manager will request that you sign the CAC upon successful completion of the relevant Service Deliverables; and
- (g) any other responsibilities set out in these terms or your Application Form, or reasonably requested by us to perform our obligations in respect of your Adaptive Collaboration Professional Service for Business.

Cloud Onboarding - Pricing:

- 11.11 Charges for your Cloud Onboarding service (and where relevant, limitations on service inclusions) are set out in your Application Form and Adaptive Collaboration Professional Service for Business Critical Information Summary, a copy of which will be provided to you. We may update these charges from time to time. If any changes are made to the pricing after you have taken up the service and those price changes apply to your service and have more than a minor detrimental impact on you in relation to that service, you may terminate your service by written notice to us without having to pay any early termination charges for that service.
- 11.12 For any services beyond the scope of the available packages, a fixed scope and pricing will be agreed via a statement of work prior to service deployment.

Cloud Onboarding - Special meanings

- 11.13 In clauses 11.3 to 11.13, the following words have the following special meanings:
 - (a) **Customer Acceptance Certificate** or **CAC** means the document you must sign upon completion of the relevant Service Deliverables, as contemplated in clause 11.10(f).



(b) **Service Deliverables** has the meaning given to it in clause 11.4.

Handset Install - Eligibility requirements

- 11.14 The Handset Install service is primarily intended for handset devices purchased through Telstra. The Adaptive Collaboration approved handset devices list includes all current Telstra approved handset devices.
- 11.15 We may agree to deliver the service to install your own device that is not on this list, in which case our service delivery partner must be provided with the details of the intended hardware prior to proceeding, and the Handset Install service will be subject to technical feasibility and a 'Hardware Readiness Assessment'. See more details below.
- 11.16 The Handset Install service may not be available at sites or areas which are difficult to attend. This may include things like natural disasters, customer visitor policies, or occupational health and safety risks or requirements.

Handset Install - What is included?

- 11.17 The Handset Install service is delivered, subject to feasibility and an additional call-out fee, by a local Telstra technician on-site at an agreed location, and includes the following services:
 - (a) **Hardware Readiness Assessment:** For any handset devices not purchased through Telstra, we will assess the technical feasibility of the device and a 'Hardware Readiness Assessment'; and
 - (b) For handset devices purchased through Telstra, and other handset devices which pass the Hardware Readiness Assessment:
 - (i) **Equipment Setup and Installation**: the placement, physical setup, and configuration of the handset device; and
 - (ii) **Commissioning:** providing post installation testing to help maintain a working service.

Handset Install - Service Deliverables

11.18 A description of each **Service Deliverable** is set out in clauses 11.19 to 11.21.

Hardware Readiness Assessment - for devices not purchased through Telstra

- 11.19 This aspect of the Handset Install service comprises:
 - (a) Auditing of the handset device, including the vendors make, model, firmware version and maintenance agreement;
 - (b) Confirming that the handset device is supported by the vendor and not at the end-of-life (EOL); and
 - (c) Additional checks, which may include:



- (i) Recording details of equipment;
- (ii) Recommendation for the replacement for EOL or unsupported BYOD;
- (iii) Power suitability assessment; and
- (iv) Cabling assessment to ensure suitability for network device installation. If not, quotation for suitable cabling to be provided, as an additional cost to the Network and Device Installation.

Equipment Setup and Installation- for devices purchased through Telstra or which pass the Hardware Readiness Assessment

- 11.20 This aspect of the Handset Install service comprises:
 - (a) subject to feasibility and an additional call-out fee, attendance by a local Telstra technician on-site at a nominated location; and
 - (b) set up and installation of one (1) handset at a scheduled time (within business hours), including unpacking, assembly, connecting to the network via an existing patch lead or Wi-Fi (if the device is Wi-Fi enabled).

Commissioning - for devices purchased through Telstra or which pass the Hardware Readiness Assessment

- 11.21 This aspect of the Handset Install service comprises:
 - (a) Performing checks to confirm the installed hardware functions as expected, such as testing telephony equipment and validating hardware call capabilities; and
 - (b) Performing configuration required to connect the handset device to the customer's Adaptive Collaboration service.

Handset Install - What is not included?

- 11.22 This service only covers the installation and configuration of handset devices as described above, and does not include the supply, delivery or post-provisioning support for any devices, or any cabling.
- 11.23 Complex configurations such as QoS (Quality of Service), ToS, CoS, traffic shaping, complex routing are not included. Our service delivery partner will identify any out-of-scope requests. You may request, and we may agree to provide, bespoke installations on separate terms and pricing.
- 11.24 This service does not cover the management of Dead-on-Arrival (DOA) parts and Return to Manufacturer (RMA) parts.
- 11.25 Unforeseen cabling issues not in scope will be POA.

Handset Install - Telstra Responsibilities

11.26 The following are Telstra's responsibilities in the delivery of the Handset Install service:



- (a) Complete the deliverables as detailed in these terms; and
- (b) Collaborate with you to schedule dates and times for the services to be delivered.

Handset Install - Customer responsibilities

- 11.27 You must promptly ensure the following for the successful delivery of the Handset Install service:
 - (a) Complete Service Checklist: A pre-service checklist will need to be signed off by the customer before the installation (to confirm requirements). The accuracy of the information in this checklist is critical, as it will facilitate this service delivery. Any inaccurate information may incur further charges;
 - (b) Provide accurate high-level detail on your existing IT and network environment and objectives during pre-sale including:
 - (i) Customer data is available and profile role groups are defined;
 - (ii) Connection details to connect to a Wi-Fi network;
 - (iii) Common networking details that are required to install network hardware, DHCP, IP sub-net, etc.; and
 - (iv) Site photos, confirmation of staging area to setup area, correct cabling and shelving are available etc.

Please note that the Handset Install service and configuration will be based on the information you provide to us and that we extract from your operating environment. We will assume all the information you provide is up to date and valid;

- (c) Ensure that the handset device that needs to be installed is available at the installation location and can be powered up and plugged into an active network port;
- (d) Ensure backup/failover carriage is ready for service;
- (e) Microsoft Licences: If you have chosen Microsoft Operator Connect for Business, meet all Microsoft 365 licence dependency requirements, and maintain an up-to-date subscription for those licences;
- (f) Compatible devices: If you have chosen Microsoft Operator Connect for Business, ensure your devices are compatible with Microsoft 365 Business;
- (g) Agree to and keep installation appointments: you keep any installation appointments. As this is a professional service, we reserve the right to charge for missed service appointments. Please provide at least two business days' notice if you wish to reschedule an appointment;
- (h) Access to systems: you provide relevant admin access credentials and access to existing systems to allow us to complete the required configuration, deployment and testing of the environment, including, but not limited to, activation of remote management, automation, and access tools (where necessary);



- (i) Sign the Customer Acceptance Certificate ('CAC'): you sign, date and return the CAC upon successful completion of the Adaptive Collaboration Professional Services for Business Our technician or account manager will request that you sign the CAC upon successful completion of the relevant Service Deliverables; and
- (j) any other responsibilities set out in these terms or your Application Form, or reasonably requested by us to perform our obligations in respect of your Adaptive Collaboration Professional Service for Business.

Handset Install - Pricing

- 11.28 Charges for your Handset Install service (and where relevant, limitations on service inclusions) are set out in your Application Form and Adaptive Collaboration Professional Service for Business Critical Information Summary, a copy of which will be provided to you. We may update these charges from time to time. If any changes are made to the pricing after you have taken up the service and those price changes apply to your service and have more than a minor detrimental impact on you in relation to that service, you may terminate your service by written notice to us without having to pay any early termination charges for that service.
- 11.29 Where required, an additional fee will apply if additional hours are required to comply with your specific requirements to complete the engagement, such as HSE inductions. We will inform you of those additional charges in advance. If you do not agree with those additional charges, we will not provide (and we are not otherwise required or obligated to provide) the service.
- 11.30 Call Out Fees will apply if the Handset Install service is performed on-site. Additional information about these fees is specified in the Critical Information Summary and the call out fees page on our website (telstra.com.au/small-business/online-support/business-software/call-out-fee). The applicable fee may vary depending on the distance from the Business Technology Centre to the customer premises.

Handset Install - Special meanings

- 11.31 In clauses 11.17 to 11.31, the following words have the following special meanings:
 - (a) **Customer Acceptance Certificate** or **CAC** means the document you must sign upon completion of the relevant Service Deliverables, as contemplated in clause 11.27(i).
 - (b) **Service Deliverables** has the meaning given to it in clause 11.18.



12 SPECIAL MEANINGS

12.1 In this section of Our Customer Terms, the following words have the following special meanings:

Additional Equipment means that Equipment described as such in your Application Form and which we will not maintain under a Maintenance Contract you have with us, if applicable.

Application Form means an application form or order form used to order any of the TBS Products and Services.

Business Day means a day other than a Saturday, Sunday or a public holiday in the place where the Site is located.

Core Equipment means the part of the Equipment which centrally controls all of the other Equipment.

Customer Supplied Equipment means that Equipment which you supply, as set out in your Application Form and which we will not maintain under a Maintenance Contract you have with us, if applicable.

Customer Acceptance Certificate or **CAC** means the document you must sign upon completion of the relevant Service Deliverables

Delivery means your receipt of the Telstra Supplied Equipment.

DECT means Digital European Cordless Telecommunication.

Developed Material means all material in any form, including documents, reports, products, equipment, information, data, software, software tools and software development methodologies, created or developed by our employees, agents, contractors or representatives in the performance of the TBS Professional Services.

Equipment means all the equipment for a Site as detailed in your Application Form, as varied from time to time, including without limitation any software contained in that equipment. Equipment includes Core Equipment, Main Equipment, Additional Equipment, Customer Supplied Equipment and Telstra Supplied Equipment, except where otherwise specified.

Equipment Purchase Price means the GST exclusive price specified in your Application Form for each individual piece of Telstra Supplied Equipment.

Installation means the Standard Installation and the Non-Standard Installation or any special installation request made by you in accordance with clause 4.22.

Installation Price means the GST exclusive price specified in your Application Form for the installation for each individual piece of Telstra Supplied Equipment.

Intellectual Property Rights means all rights conferred under statute, common law and equity in and in relation to inventions, designs, trade marks, trade names, logos and get up, confidential information and copyright and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967.



MAC (moves, adds, changes) means a request to install, move, add, change, remove, upgrade, delete, reconfigure and relocate your Equipment, including changes to the configuration or programming of the Equipment, adding extra Equipment to an existing configuration, relocation of existing Equipment within the same Site and any additional cabling.

Main Equipment means that Equipment described as such in your Application Form which, if applicable, we will maintain under a Maintenance Contract with the exception of any exclusions to the Maintenance Contact as set out in your Application Form.

Maintenance Contract means a contract for the provision of Telstra Business Systems Care in respect of the Main Equipment, as referred to in clause 4.45.

Managed Microsoft 365 means the services described in clause 8.

Metro Site means a Site that is within a 60km radius of a capital city of a State or Territory in Australia or the business premises of one of our service delivery partners.

Network Device Installation means the service described in clause 5.

Network Device Management means the service described in clause 6.

Non-Standard Installation means the installation services described in clause 4.32.

Site means the site/s described in your Application Form as varied from time to time.

Standard Installation means the installation services described in clause 4.31.

Start Date has the meaning given to it in clause 3.1.

Supplier means the person supplying the Equipment to us.

Supplier's Specifications means the specifications published by the Supplier for the Equipment and included with the Equipment upon Delivery.

Supplier's Warranties means any express warranties the Supplier gives for Additional Equipment.

TBS has the meaning given to it in clause 1.1.

TBS Products and Services means the TBS products and services described in clause 0.

TBS Professional Services means the services we will provide to you in relation to the TBS Products and Services as set out in your Application Form and as described in this clause 11.

TBSRO means the TBS repayment option described in clause 4.10.

TBSRO Charge means the total charge payable under the TSBRO, and is calculated by multiplying the monthly 'Total Site Charge' set out in your Application Form by the total number of months in the TBSRO term set out in your Application Form.

TBSRO Early Termination Charge is the total of the unpaid part of the TBSRO Charge.



Telstra Business Systems Care means the service described in the <u>Managed Voice</u> <u>Services – Part C – Telstra Business Systems Care section of Our Customer Terms.</u>

Telstra Install – Microsoft 365 Business means the services described in clause 7.

Telstra Supplied Equipment means that Equipment which we will supply to you as part of the TBS Products and Services, as set out in your Application Form, and excludes that Equipment which is Customer Supplied Equipment.

T-Rooms Videoconferencing means the service described in the <u>Our Customer Terms - Internet Direct and Business Broadband section</u>