

Service Terms

Adaptive Networks - Telstra Fibre Section

1 ABOUT THIS DOCUMENT

1.1	Where this document fits into our agreement with you
	<ul style="list-style-type: none">(a) This is the Telstra Fibre section of Our Customer Terms.(b) Unless you have a separate agreement with us which excludes them, the General Terms of Our Customer Terms apply to the provision of Telstra Fibre services.(c) Certain words are used with the specific meanings set out in this section or in the General Terms of Our Customer Terms.
1.2	Inconsistencies
	<ul style="list-style-type: none">(a) If the General Terms of Our Customer Terms are inconsistent with something in Telstra Fibre section, then this Telstra Fibre section applies instead of the General Terms to the extent of the inconsistency.(b) If a provision of this Telstra Fibre 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 SERVICE SUMMARY

2.1	What is Telstra Fibre
	<ul style="list-style-type: none">(a) Telstra Fibre is an Access Service that can be used to connect a customer site to TID Adapt or BIP Adapt.
2.2	Where this document fits into our agreement with you
	<ul style="list-style-type: none">(a) This is the Telstra Fibre section of Our Customer Terms.(b) Unless you have a separate agreement with us which excludes them, the General Terms of Our Customer Terms apply to the provision of the Telstra Fibre Service.(c) Certain words are used with the specific meanings set out in this section or in the General Terms of Our Customer Terms.
2.3	Service term
	<ul style="list-style-type: none">(a) Unless otherwise stated in a separate agreement with us, your Telstra Fibre service commences when we notify you that the Telstra Fibre service and associated network service is available for use by you.(b) Telstra Fibre is provided on a month to month basis.
2.4	Cancellation
	<ul style="list-style-type: none">(a) Without limiting any of our rights, we may immediately cancel your Telstra Fibre service if:<ul style="list-style-type: none">(i) you fail to rectify any defect or inadequacy in a facility or equipment not owned or maintained by us after being requested to do so by us; or(ii) we are unable to enter the Premises to inspect, repair or maintain a Facility.(b) If a Telstra Fibre service expires or is terminated, we may at our choice, collect our equipment. If we do this, you must ensure that we have prompt access to your site for this collection.(c) If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our equipment.(d) If your Telstra Fibre service expires or is terminated, any associated network services will also be terminated.

Service Terms

Telstra Fibre Section

3 CHARGES

3.1 List Prices

- (a) Unless otherwise agreed in writing, the charges for your Telstra Fibre service are published in Telstra Connect.
- (b) Your monthly charges for the Telstra Fibre service start from the date both Telstra Fibre is available for your use.

4 INCLUSIONS

4.1 Equipment

- (a) We connect your existing cabling at your site to Telstra Fibre if it's been installed:
 - (i) by a registered cabling service provider; and
 - (ii) to and continues to meet minimum technical requirements that ACMA determines from time to time.
- (b) We install equipment at your site as part of Telstra Fibre. Title in the equipment remains with us.
- (c) The standard location for our NTU at your site is the building communications room or the Main Distribution Frame room (**MDF Room**), where this exists. We deliver Telstra Fibre to this location.
- (d) For Telstra Fibre fully redundant connections:
 - (i) we can choose to provide you with a separate NTU at an alternate location or equipment room at your site; and
 - (ii) you can ask us to provide you with a separate NTU at an alternative location at your site. If we agree to your request, you must pay us the additional cost of extending cabling beyond the standard service delivery point. We can confirm these charges on request.
- (e) For Telstra Fibre single uplink, you can ask to have an NTU provisioned on your own floor (for example, in your own communications room) or a location other than the building communications room. If we agree to your request, you must pay us the additional cabling charges, which we can confirm on request.
- (f) If there's a suitable NTU to provide Telstra Fibre in the communications room or MDF Room at your site but you ask us to terminate Telstra Fibre on a NTU located in another place at your site and we agree to your request, additional charges apply, which we can confirm on request. If you ask us to do this, you must do so at the time you order the relevant Telstra Fibre service.

4.2 What do you get?

- (a) With Telstra Fibre, you get a connection from our Network Boundary at your address to the local exchange.
- (b) Telstra Fibre's availability depends on a few things, including:
 - (i) geographic and technical capability of our network and delivery systems;
 - (ii) availability of suitable network infrastructure;
 - (iii) provisioning time for equipment we provide as part of the service; and
 - (iv) your equipment and interfaces.
- (c) We can confirm on request if Telstra Fibre is available to you.

4.3 Types of connections that are available?

- (a) There are 3 types of Telstra Fibre connections:
 - (i) single uplink;
 - (ii) fully redundant
- (b) Single uplink comprises:
 - (i) an NTU;
 - (ii) a single fibre connection that terminates at an exchange.
- (c) Fully redundant comprises:
 - (i) 2 NTUs; and

Service Terms

Telstra Fibre Section

- (ii) at least 2 fibre connections terminating at different exchanges.

4.4 What bandwidths are available?

- (a) We'll agree with you the initial access bandwidth for your Telstra Fibre service.
- (b) The maximum rate carried on a port depends on the physical line rate of the interface and the subscribed access speed, and the subscribed service speed, at which the rate will be policed. The method we use to police this may vary and we can confirm this method on request.
- (c) Actual throughput is lower than the chosen access bandwidth. This is because the transmission protocol uses some of the access bandwidth to manage the data transmission.
- (d) For Telstra Fibre single uplink, the access bandwidth is fixed full duplex. This means it is a symmetrical service so that you can send and receive data at the same rate.
- (e) You can ask us to change the access bandwidth for a site at any time.
- (f) You're responsible for all access bandwidth change requests sent to us, regardless of how they're communicated to us.
- (g) You must check that your access bandwidth change requests are completed. However, we won't charge you for any access bandwidth change requests that we haven't completed.

4.5 What you must do

- (a) To use Telstra Fibre, you must:
 - (i) ensure that your equipment is compatible with Telstra Fibre and meets our technical, configuration and other requirements that we specify from time to time;
 - (ii) provide and maintain the cable to connect the Telstra Fibre service from our Network Boundary to your equipment; and
 - (iii) use equipment (including data terminal equipment) that complies with all relevant Australian Communications & Media Authority (**ACMA**) technical requirements for connection to a public switched data service and ACMA's data terminal equipment permit requirements.
- (b) Telstra Fibre isn't available to Telstra wholesale customers or for resale. You mustn't assign or resupply Telstra Fibre to anyone.
- (c) You must take proper care of our equipment and ensure:
 - (i) it's not damaged, destroyed, lost or stolen, or modified (except by us); and
 - (ii) its operating environment is maintained as we require from time to time, including in relation to operating voltage, humidity and temperature.
- (d) You must pay all reasonable costs we incur in connection with repairing, modifying, or altering our equipment, where we need to do so because of your equipment or anything you, or a party acting on your behalf (other than us), has done.
- (e) You must:
 - (i) ensure our personnel are in a safe working environment when on your premises;
 - (ii) ensure your maintenance contact agreed with us (or their replacement as notified by you) is available for us to contact 24 hours a day, each day of the year;
 - (iii) give us all reasonable assistance, cooperation, access, information, materials and facilities as we request from time to time in connection with us performing our obligations under this section or working at your site;
 - (iv) obtain all third-party consents needed for us to use the facilities, sites and any materials requested by us to perform Telstra Fibre;
 - (v) give us floor plans showing power distribution and agreed equipment placement;
 - (vi) provide us with a secure and lockable storage area for our equipment during installation and commissioning of Telstra Fibre; and
 - (vii) ensure that we or our representatives are the only ones that carry out connections and disconnections to Telstra Fibre and our equipment.
- (f) If you fail to meet any of your obligations under this section:
 - (i) we get an extension of time to reasonably reflect the effects of your failure; and
 - (ii) you must promptly pay us any costs we incur from the failure, including costs associated with down time and re-scheduling of resources (calculated on our then current time and material rates).
- (g) You must give us accurate equipment configurations so we can set up Telstra Fibre with compatible configurations. If you don't do this, you must pay all expenses we incur in

Service Terms

Telstra Fibre Section

- connection with identifying any fault and reconfiguring your Telstra Fibre service. We can confirm these expenses on request.
- (h) You must pay all costs and expenses we incur in replacing or repairing our equipment or other property that is damaged, destroyed or requires attention at any time as a result of:
- (i) connecting your or another person's equipment to our network; or
 - (ii) any change to your or another person's equipment or interference by it with any of our property.

5 ADD-ONS

5.1 Service changes

- (a) You can ask us to supply and provide the following at your cost:
- (i) diverse access links;
 - (ii) cable upgrades from the Property Entry Point to the Building Entry Point via trenching supplied by you or us;
 - (iii) alternate or diverse cable entry point to building;
 - (iv) additional service commissioning tests; or
 - (v) any other work specifically requested on your site.

5.2 Other work we do

- (a) The standard network connection charge for service activation includes work performed during Business Hours.
- (b) Additional charges apply for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract. We can confirm these additional charges on request.
- (c) Enhanced service assurance options may be available at an additional cost to you. These offer faster response and repair targets for faults.

6 SERVICE MANAGEMENT

6.1 Service availability

- (a) We aim to meet the following availability targets for Telstra Fibre, measured over a 12-month period:

Single Uplink	Fully Redundant
99.95%	99.995%

- (b) Availability is calculated using the following formula:

$$\text{Service availability} = \{[(\text{HPY} - \text{POY}) - \text{OT}] / (\text{HPY} - \text{POY})\} \times 100\}$$
 where:
 HPY = the number of hours in the relevant year.
 OT = the number of outage hours for the Telstra Fibre Service in the relevant year.
 POY = the number of hours in the planned outage period in the relevant year.

6.2 Fault reporting and repair

- (a) As part of the Telstra Fibre service, we provide a 24 hours a day, 7 days a week:
- (i) fault reporting service for you to tell us about service faults; and
 - (ii) maintenance and repair service for service faults, including public holidays.
- (b) Your monthly bandwidth access charge includes maintenance up to our Network Boundary and, where applicable, of the NTU only. Maintenance of any cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.
- (c) The following target response and repair times only apply to service faults within our maintenance responsibilities.

Service Terms

Telstra Fibre Section

	SLA	Coverage	Response	Restore (Urban*)
	Business Plus	24x7	60 mins	12 hours
	*For Rural Areas, Urban onsite restoration time plus one business day. For Remote Areas, Urban onsite restoration time plus two business days.			
Service Rebates	(d)	If a restoration time exceeds a restoration target, then you are entitled to a service rebate.		
	(e)	Our liability to you for us failing to meet a restoration target is set out under the General Terms of Our Customer Terms .		
	(f)	To claim a service rebate, you must provide the following details to a member of our fault account management team, or to one of our sales representatives, within two months of the original fault report:		
	(i)	your name and address;		
	(ii)	the relevant Telstra account number and service number;		
	(iii)	the relevant fault reference number; and		
	(iv)	the reason for dissatisfaction.		
	(g)	If there is a dispute about whether we have failed to meet a restoration target, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether the restoration target has been met.		
	(h)	The service rebates for failing to meet the restoration times for Telstra Fibre are:		
		Service Level	Service Rebate	
		Standard – Business Plus	20% per complete hour beyond the target restoration time and capped at 100% per month per impacted Site Service. Some exclusions apply.	
Premium SLAs	(i)	You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study and the terms and conditions set out in the Standard Restoration, SLA Premium and Telstra Provisioning section of Our Customer Terms.		
6.3 Temporary repairs				
	(a)	Sometimes, we do temporary repairs so you can use Telstra Fibre before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.		
	(b)	We prioritise repairing major faults that affect several customers. If a major fault occurs, we may not meet our targets to you for repairing Telstra Fibre.		
6.4 Third party faults				
	(a)	We're not responsible for failing to meet our obligations in relation to Telstra Fibre for incidents or faults caused or contributed to by the following (Third Party Faults):		
	(i)	you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of any equipment used to support Telstra Fibre);		
	(ii)	the cutting of cable or fibre which affects your Telstra Fibre service;		
	(iii)	equipment we didn't supply as part of Telstra Fibre;		
	(iv)	you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or		
	(v)	any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).		
	(b)	If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.		

Service Terms

Telstra Fibre Section

6.5 Service appointment times

- (a) We'll arrange with you, appointment times for restoring or repairing faults. You mustn't unreasonably refuse our appointment time requests.
- (b) Unless otherwise stated, we do work as part of Telstra Fibre (including installation, configuration, site audits and feasibility studies) during Business Hours. Additional charges apply outside Business Hours. We can confirm these charges on request.

7 DICTIONARY

7.1 Dictionary

- (a) **Access Service** means a compatible telecommunications service that is used to connect your premises to our point of presence.
- (b) **Building Entry Point** is the point where cable crosses or goes through the perimeter of your building.
- (c) **Business Day** means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located.
- (d) **Business Hours** are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).
- (e) **Facility** includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with Telstra Fibre.
- (f) **MAN** means metropolitan area network.
- (g) **Metropolitan area** or **Metro** means the metropolitan areas of the following cities - Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.
- (h) **Network Boundary** means the boundary determined under section 22 of the Telecommunications Act 1997.
- (i) **NTU** means Network Termination Unit and is a Telstra network device.
- (j) **Point of presence** or **POP** means the place where an Access Service connects to our Internet access network.
- (k) **Premises** means any land, building, structure, vehicle or vessel which is owned, leased or occupied by you, containing a facility or supplied equipment or any other part of the Service, or to which the Service is supplied.
- (l) **Property Entry Point** means the point where the cable or optic fibre enters your property.
- (m) **Response** means the period commencing when a valid service fault report is received by us and ending when we tell you that work has commenced to identify the cause of the fault.
- (n) **Restore** means the period commencing when a valid service fault report is received by us and we have entered all the required information from you in our systems and a fault number is generated and ending on the first to occur of:
 - (i) the service is returned to full working order; or
 - (ii) a temporary repair is performed which allows the service to be used.
- (o) We exclude any hours during that period, which are outside the coverage period.
- (p) **Site** means the premises to which a site service is provided.
- (q) **Urban** area means an area with a population of at least 10,000.