

Service Terms

Adaptive Networks - Telstra Internet Direct Adapt

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 TID Adapt 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 TID Adapt service.(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 this TID Adapt section, then this TID Adapt section applies instead of the General Terms to the extent of the inconsistency.(b) If a provision of this TID Adapt 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 Internet Direct Adapt?
	<ul style="list-style-type: none">(a) Telstra Internet Direct Adapt (TID Adapt) includes:<ul style="list-style-type: none">(i) Telstra Internet Direct Premium Adapt (TID Premium Adapt) – a committed information rate connection, which means you will get your subscribed bandwidth; and(ii) Telstra Internet Direct Lite Adapt (TID Lite Adapt) – a peak information rate connection, which means the throughput you experience may vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users. You may not always get your subscribed bandwidth as this is dependent on the traffic load in our network. <p>Which each connect to the Internet via our points of presence around Australia.</p>
2.2	Service term
	<ul style="list-style-type: none">(a) Your TID Adapt service commences when we first supply the both Telstra Internet Direct Adapt service and an Access Service to you.(b) TID Adapt is provided on a month to month basis.
2.3	Cancellation
	<ul style="list-style-type: none">(a) If your Access Service is cancelled, your TID Adapt service will also be cancelled, with effect from the date of cancellation of your Access Service.

3 CHARGES

3.1	List Prices
	<ul style="list-style-type: none">(a) Unless otherwise agreed in writing, the charges for your TID Adapt service are published in Telstra Connect.

4 INCLUSIONS

4.1	Access Services
	<ul style="list-style-type: none">(a) In order to make use of a TID Adapt service, you will need to have an approved Access Service.

Service Terms

Telstra Internet Direct Adapt

- (b) If you select fully redundant access for any of your TID Adapt services, you may configure both connections to be in the “active-active” configuration which means they both carry traffic in normal use when both connections are functioning. You must ensure that your equipment is configured such that the aggregate traffic you transfer across the two links at any one time does not exceed your subscribed Access Service bandwidth. If you exceed the subscribed bandwidth, we may charge you for your additional bandwidth usage or move your Access Service to a higher bandwidth plan.

4.2 Bandwidth options

- (a) The subscribed bandwidth for your TID Adapt service is the nominal data throughput rate limit that you have ordered and we have configured for service.
- (b) Actual throughput depends on a variety of other factors, including:
 - (i) the bandwidth of your Access Service;
 - (ii) that the transmission protocol uses some of the access bandwidth to manage the data transmission;
 - (iii) the capability and settings of equipment and systems and used by the sender and the recipient of the data transfer; and
 - (iv) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead.

4.3 Static IP addresses

- (a) As part of your TID Adapt service, we will provide you with access to one Internet protocol address (**IP Address**). We may replace that IP Address with a different IP Address at any time by giving 14 days' prior notice to you. You cannot request a particular IP Address.
- (b) You acknowledge that the IP Address that we allocate for your use may have been used by us (or other people) prior to being allocated to you. As a result, you may receive traffic intended for us (or those other people) and the traffic may be malicious (e.g. as part of a denial of service attack).
- (c) We grant you a non-exclusive, non-transferable, revocable licence to use the IP Address in equipment for the sole purpose of using the IP Address with your TID Adapt service. We reserve all other rights in the IP Address.
- (d) You may not sub-licence, assign, share, sell, rent, lease, transfer or otherwise deal with the IP Address other than as granted to you under this section of Our Customer Terms.
- (e) If you are migrating from another Internet Service Provider to a TID Adapt service, you will be provided with a new IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.

5 ADD-ONS

5.1 Internet Direct Secondary MX Server

- (a) TID Adapt does not include access to an SMTP service to let you relay or send email, whether or not you have your own locally operated mail server. If you want to be able to send or relay email you must obtain your own SMTP server.
- (b) You can apply for our optional Internet Direct Secondary MX mail server service. This provides a back-up if your primary SMTP mail server fails.
- (c) You must not use this as your primary SMTP mail server. This feature may only be used as a temporary service, to provide redundancy for a short period if there is a problem with your primary server.
- (d) We will use reasonable endeavours to make the Internet Direct Secondary MX mail server feature available to you. However, we do not promise that the Internet Direct Secondary MX mail server feature will always be available or that it will deliver all emails to the intended recipients.

5.2 Domain Name Servers (DNS)

- (a) You can apply for us to host a domain name on one of our DNS servers. You can apply for us to host your domain name on either a Primary DNS server or on a Secondary DNS server (which will mirror the domain information of the Primary DNS server).

Service Terms

Telstra Internet Direct Adapt

- (b) If your TID Adapt service is cancelled, we will remove your DNS records from our DNS servers. You will need to transfer your domain name hosting services to another TID Adapt service or to another provider.

6 SERVICE MANAGEMENT

6.1 Your use of the TID Adapt service

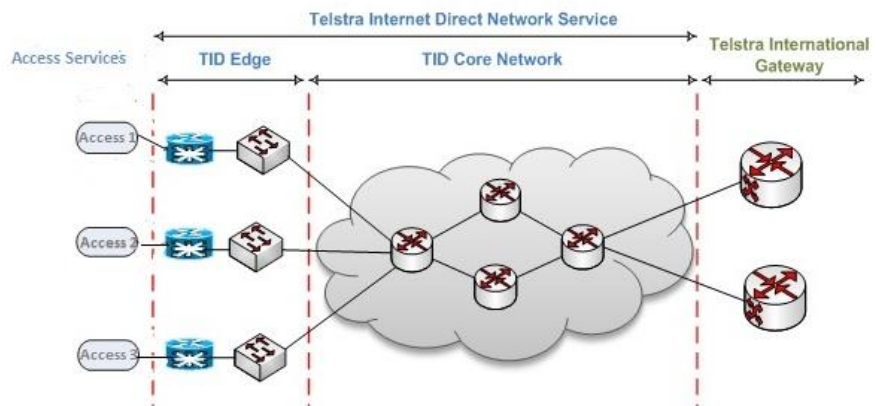
- (a) You must ensure that your use of the TID Adapt service complies with all reasonable procedures notified by us, including our Acceptable Usage Policy.
- (b) We may immediately limit, suspend or cancel the whole or part of your TID Adapt service if we believe on reasonable grounds that you have breached our Acceptable Usage Policy. We will usually attempt to notify you before we suspend or terminate the service if it is reasonably possible to do so.
- (c) If we supply any software to you in connection with your TID Adapt service, your use of any such software is subject to the terms and conditions supplied with the software or otherwise notified to you.

6.2 Helpdesk

- (a) As part of the TID Adapt service, we provide a 24 hours a day, 7 days a week fault reporting service (**Helpdesk**) for you to tell us about service faults.

6.3 TID network availability

- (a) We aim to meet the following availability targets each month for the components of TID Adapt service set out below:
 - (i) TID Core Network - 99.995%
 - (ii) TID Core and Edge Network - 99.95%



- (b) We measure the service availability of the TID Core Network as the percentage of time that any primary POP could pass traffic to all other primary POPs via the core.
- (c) We measure the service availability of the TID Core and Edge Network as follows:

Your connection	Network availability
If you are connected to a primary point of presence (primary POP):	The percentage of time that our intercapital network was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.
If you have a different connection:	The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was

Service Terms

Telstra Internet Direct Adapt

			available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.	
6.4 Access Service network availability				
	(a)	Your Access Service has a separate service availability target which may be set out in the Access Service OCT.		
6.5 Scheduled outages				
	(a)	There may be scheduled outages to your TID Adapt service for us to perform scheduled maintenance, upgrades or repairs. We do not take scheduled outages into account in calculating service availability levels.		
	(b)	We aim (but do not guarantee) to tell you about scheduled outages to your TID Adapt service at least five business days beforehand. We can do this by posting information on our website or by sending an e-mail to the person you have nominated as your technical contact.		
	(c)	We aim (but do not guarantee) to make sure scheduled outages to your TID Adapt service are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.		
6.6 Response and restoration target times				
Service Levels	(a)	The following service assurance levels are indicative of our targets for response and restoration times for TID Adapt:		
		SLA	Coverage	Response
	TID Premium Adapt	Business Plus	24x7	60 mins
	TID Lite Adapt	Extended Business Hours	7am – 9pm	120 mins
		*For Rural Areas, Urban onsite restoration time plus one business day. For Remote Areas, Urban onsite restoration time plus two business days.		
Service Rebates	(b)	If a restoration time exceeds a restoration target, then you are entitled to a service rebate.		
	(c)	Our liability to you for us failing to meet a restoration target is set out under the General Terms of Our Customer Terms .		
	(d)	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.		
	(e)	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.		
	(f)	The service rebates for failing to meet the restoration times for TID Adapt 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	(g)	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.		

Service Terms

Telstra Internet Direct Adapt

7 DICTIONARY

7.1 Dictionary

- (a) **Acceptable Usage Policy** means our Acceptable Usage Policy as updated from time to time, found at <https://www.telstraglobal.com/legal/acceptable-use-policy> or such other website as notified to you.
- (b) **Access Service** means a compatible telecommunications service that is used to connect your premises to our point of presence.
- (c) **Access Service OCT** means the applicable section of Our Customers Terms for the Access Service that you use with your TID service.
- (d) **Business Day** means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located.
- (e) **Network Boundary Point** for an Access Service has the meaning set out in the applicable section of Our Customer Terms for that Access Service.
- (f) **Point of presence** or **POP** means the place where an Access Service connects to our Internet access network.
- (g) **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.
- (h) **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.We exclude any hours during that period, which are outside the coverage period.
- (i) **TID Adapt** means TID Lite Adapt and TID Premium Adapt.
- (j) **TID Lite Adapt** means Telstra Internet Direct Lite Adapt, as described in clause 2.1(a)(ii).
- (k) **TID Premium Adapt** means Telstra Internet Direct Premium Adapt, as described in clause 2.1(a)(i).
- (l) **Urban** area means an area with a population of at least 10,000.