



**CONTENTS**

**1 ABOUT TELSTRA BUSINESS SYSTEMS CARE SECTION ..... 4**

    Our Customer Terms ..... 4

    Inconsistencies ..... 4

**2 TELSTRA BUSINESS SYSTEMS CARE ..... 4**

    What is Telstra Business Systems Care? ..... 4

    Charges ..... 10

    Eligibility ..... 10

    Minimum Term ..... 10

    Automatic Renewal ..... 10

    Termination where Equipment cannot be maintained ..... 10

    Stranded Costs ..... 11

**3 FEATURES ..... 11**

    Incident Management ..... 11

    Problem Management ..... 12

    Change Management ..... 12

    Service Target Management ..... 13

    Reporting ..... 13

    Service Labour ..... 13

    Onsite/Remote ..... 13

    Remote ..... 13

    Software Assurance ..... 13

    Installs, Moves, Adds, and Changes (MACs) ..... 14

    Soft MACs ..... 14

    Simple Soft MACs ..... 14

    Complex Soft MACs ..... 14

    Soft MAC Projects ..... 14

    Hard MACs ..... 15

    How we perform MACs ..... 15

    MACs requiring project coordination ..... 15

**4 CARE PRIORITY PLUS ..... 16**

    Backup Services ..... 16

    Onsite Resources ..... 16

    Service Delivery Manager ..... 16

    Release Management ..... 16

    Enhanced Performance Reporting ..... 17

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



	Availability Management.....	17
	Capacity Management .....	17
	Configuration Management .....	17
	Battery Maintenance (Power Manager) .....	17
	System Monitoring.....	17
	Information Security Management .....	18
	Preventative Maintenance .....	18
	Desktop Services Management.....	18
	Project MAC Services .....	18
	Duress and Emergency Telephone (DET) Services.....	19
<b>5</b>	<b>SERVICE TARGETS .....</b>	<b>19</b>
	Service Target Exclusions .....	19
	TBS Care Priority faults .....	19
	MAC Completion Times.....	21
	Service Performance Targets.....	22
<b>6</b>	<b>GENERAL .....</b>	<b>22</b>
	Service Desk .....	22
	Your obligations.....	23
	Your warranties .....	23
	Amendments.....	23
	Changes to your Premises, Equipment and/or Software .....	24
	Additional Work.....	24
	Intellectual Property.....	24
<b>7</b>	<b>EQUIPMENT MAINTENANCE AND SOFTWARE ASSURANCE.....</b>	<b>24</b>
	TBS Care Maintenance .....	25
	Old Equipment .....	25
	Replacement Parts .....	25
	Additional Equipment .....	25
	Software Assurance Services for Unified Communications voice equipment .....	26
	Relocation of Equipment .....	27
	Site Audits.....	27
	What if the Unified Communications voice equipment is unserviceable? .....	27
	What Telstra Business Systems Care does not cover .....	28
	Special Requirements.....	29
	Third Party Equipment.....	30
	Your obligations.....	30
	Warranties and use of the replacement equipment.....	31

# OUR CUSTOMER TERMS TELSTRA BUSINESS SYSTEMS CARE



Payment.....	31
Price review of TBS Care.....	32
Price review of software assurance .....	32
Travel and Living Expenses .....	32
General conditions .....	32
<b>8 SPECIAL MEANINGS .....</b>	<b>33</b>

Certain words are used with the specific meanings set out under clauses 8 and in the General Terms of our Customer Terms at [http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus\\_government.htm](http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm).

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



### 1 ABOUT TELSTRA BUSINESS SYSTEMS CARE SECTION

#### Our Customer Terms

- 1.1 This is the Telstra Business Systems Care section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

#### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this Telstra Business Systems Care section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

### 2 TELSTRA BUSINESS SYSTEMS CARE

#### What is Telstra Business Systems Care?

- 2.1 Telstra Business Systems Care provides end-to-end management and support for your relevant telecommunications services and equipment located at your Australian premises, identified in your agreement with us.
- 2.2 You may apply for Telstra Business Systems Care under the following options:
  - (a) Telstra Business Systems Care Priority;
  - (b) Telstra Business Systems Care Priority Plus; or
  - (c) Telstra Business Systems Care Pay As You Go.

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



2.3 Each option consists of the following features:

OPTION	FEATURES
Telstra Business Systems Care Priority	<p>The Telstra Business Systems Care option consists of the following features:</p> <ul style="list-style-type: none"> <li>• onboarding and management to allow our service desk to manage your Unified Communications voice system;</li> <li>• investigation and diagnosis of incidents reported by you with your Unified Communications voice system (which we may do by attending your premises);</li> <li>• (if you request and at additional cost) management and coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your Unified Communications voice equipment (MACs);</li> <li>• service targets (but no rebates) for incident management and MACs in respect of your Unified Communications voice system;</li> <li>• remote diagnosis, technical support, replacement parts and onsite labour for your equipment;</li> <li>• performance reporting emailed to your nominated representative directly once per month;</li> <li>• Change Management;</li> <li>• Incident Management; and</li> <li>• Problem Management.</li> </ul> <p>You may also choose Software Assurance, for which we will provide one of the following options:</p> <ul style="list-style-type: none"> <li>• Software Support; or</li> <li>• Software Support &amp; Upgrades.</li> </ul> <p>You may also choose Labour, for which we will provide one of the following options:</p> <ul style="list-style-type: none"> <li>• Onsite; or</li> <li>• Remote.</li> </ul> <p>The Telstra Business Systems Care option does not include:</p> <ul style="list-style-type: none"> <li>• equipment purchase, supply or installation;</li> <li>• support for your carriage services; or</li> <li>• management and coordination of service requests for your carriage services.</li> </ul>
Telstra Business Systems Care Priority Plus	<p>Telstra Business Systems Care Priority Plus consists of the following features:</p> <ul style="list-style-type: none"> <li>• onboarding and management to allow our service desk to manage your Unified</li> </ul>

**OUR CUSTOMER TERMS  
TELSTRA BUSINESS SYSTEMS CARE**



OPTION	FEATURES
	<p>Communications voice system, as set out below;</p> <ul style="list-style-type: none"> <li>• investigation and diagnosis of incidents reported by you with your Unified Communications voice system (which we may do by attending your premises);</li> <li>• (if you request and at additional cost), management and coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your Unified Communications voice equipment (MACs);</li> <li>• service targets (but no rebates) for incident management and MACs in respect of your Unified Communications voice system;</li> <li>• remote diagnosis, technical support, replacement parts and onsite labour for your equipment;</li> <li>• performance reporting emailed to your nominated representative directly once per month;</li> <li>• Change Management;</li> <li>• Incident Management; and</li> <li>• Problem Management.</li> </ul> <p>You may also choose Software Assurance, for which we will provide one of the following options:</p> <ul style="list-style-type: none"> <li>• Software Support; or</li> <li>• Software Support &amp; Upgrades.</li> </ul> <p>You may also choose Labour, for which we will provide one of the following options:</p> <ul style="list-style-type: none"> <li>• Onsite; or</li> <li>• Remote.</li> </ul> <p>In addition to the above, an agreement is considered to be a Telstra Business Systems Care Priority Plus agreement when one or more of the below services is included:</p> <ul style="list-style-type: none"> <li>• Back up services</li> <li>• Onsite resources</li> <li>• Service Delivery Manager</li> <li>• Release Management</li> <li>• Enhanced Performance Reporting</li> <li>• Availability Management</li> <li>• Capacity Management</li> <li>• Configuration Management</li> <li>• Power Manager</li> <li>• System Monitoring</li> <li>• Information Security Management</li> <li>• Preventative Maintenance</li> <li>• Remote Only Maintenance</li> <li>• Desktop Services Management</li> </ul>

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



OPTION	FEATURES
	<ul style="list-style-type: none"> <li>Project MAC Services</li> </ul> <p>Telstra Business Systems Care Priority Plus does not include:</p> <ul style="list-style-type: none"> <li>equipment purchase, supply or installation; or</li> <li>support for carriage services other than initial diagnosis where applicable.</li> </ul>
Telstra Business Systems Care Pay As You Go	<p>Telstra Business Systems Care Pay As You Go consists of the following:</p> <ul style="list-style-type: none"> <li>investigation and diagnosis of incidents reported by you with your Unified Communications voice system (which we may do by attending your premises);</li> <li>at your request, management and coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your Unified Communications voice equipment (MACs); or</li> <li>remote diagnosis, technical support, replacement parts and onsite labour for your equipment.</li> </ul> <p>All charges relating to your Telstra Business Systems Care Pay As You Go agreement will be charged at our current commercial rates at the time of your request and we will notify you of them prior to initiating the requested work.</p> <p>All Telstra Business Systems Care Pay As You Go calls will be performed on a 'best efforts' basis.</p> <p>Telstra Business Systems Care Pay As You Go does not include:</p> <ul style="list-style-type: none"> <li>equipment purchase, supply or installation;</li> <li>support for your carriage services;</li> <li>Software Assurance or vendor maintenance for your Unified Communications voice;</li> <li>service targets (but no rebates) for incident management and MACs in respect of your Unified Communications voice system;</li> <li>management and coordination of service requests for your carriage services; or</li> <li>performance reporting emailed to your nominated representative directly.</li> </ul>

2.4 The following table sets out a summary of the applicable features of each Telstra Business Systems Care option (as described above)

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



Features		Telstra Business Systems Care Priority	Telstra Business Systems Care Priority Plus	Telstra Business Systems Care Pay As You Go
Agreed Service Targets		Yes	Yes	No
Priority Incident Management		Yes	Yes	No
Replacement parts		Yes	Yes	Yes – chargeable
Service Labour	Remote	Yes	Yes	Yes – chargeable
	Onsite	Yes	Yes	Yes – chargeable
Performance Reporting		Yes	Yes	No
Problem Management		Yes	Yes	No
Change Management		Yes	Yes	No
Software Assurance	Software Support	Yes	Yes	Yes – chargeable
	Software Support & Upgrades	Yes – chargeable	Yes – chargeable	No
Back Up Services		No	Available - chargeable	No
On Site resources		No	Available - chargeable	No
Service Delivery Manager (SDM)		No	Available - chargeable	No
Release Management		No	Available - chargeable	No
Enhanced Performance Reporting		No	Available - chargeable	No
Availability Management		No	Available - chargeable	No
Capacity Management		No	Available - chargeable	No
Configuration Management		No	Available - chargeable	No



# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



Battery Maintenance (Power Manager)		No	Available - chargeable	No
System Monitoring		No	Available - chargeable	No
Information Security Management		No	Available - chargeable	No
Preventative Maintenance		No	Available - chargeable	No
Remote Only Maintenance		No	Available - chargeable	No
Desktop Services Management		No	Available - chargeable	No
Project MAC Services		No	Available - chargeable	No

2.5 The following features are not included in Telstra Business Systems Care:

- (a) management and support for mobile telephones (unless we expressly agree otherwise);
- (b) management and support for conferencing services;
- (c) running of call centres;
- (d) maintenance of telephone handsets that are not expressly listed as being maintained in your separate agreement with us;
- (e) procurement of hardware and software or equipment;
- (f) building cabling plant;
- (g) provision of utility services, such as electricity;
- (h) maintenance of external batteries and power devices that are not attached to equipment we maintain under these terms;
- (i) system integration;
- (j) any network rationalisation, upgrade or conditioning (including, but not limited to, QoS, PoE, VLAN or network redesign);
- (k) provisioning or support for any desktop application (unless you have purchased Desktop Management as an add on within a Telstra Business Systems Care Priority Plus agreement);
- (l) LAN, WAN or MAN cabling or network maintenance; or

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



- (m) security management (other than that where you have purchased Information Security Management as an add on within a Telstra Business Systems Care Priority Plus agreement);

### **Charges**

- 2.6 You agree to pay all the applicable fees and charges incurred in respect of your Telstra Business Systems Care agreement. The fees and charges for Telstra Business Systems Care are as set out in your agreement with us. For the avoidance of doubt, these charges do not include any charges for the underlying telecommunications services which are managed under these terms.

### **Eligibility**

- 2.7 Telstra Business Systems Care is not available to Telstra Wholesale customers or for resale.

### **Minimum Term**

- 2.8 You must take Telstra Business Systems Care for the minimum term set out in your relevant agreement with us.

### **Automatic Renewal**

- 2.9 Unless you give us a written notice of termination no less than one month prior to the expiry of the Minimum Term or Renewed Term, the Term will be automatically renewed:
  - (a) for a period equal to the Minimum Term if the Minimum Term is 12 months or less; or
  - (b) for 12 months if the Minimum Term is more than 12 months.

### **(Term)**

- 2.10 Any special discounts applicable in respect of Services Charge during the Minimum Term will not apply for any Renewed Term.

### **Termination where Equipment cannot be maintained**

- 2.11 We may terminate or vary the Service on reasonable written notice to you if, in our opinion:
  - (a) the whole or part of the Equipment cannot be maintained in accordance with the selected Option due to works having been carried out on the whole or part of the Equipment by persons not accredited by us to perform such works;
  - (b) parts necessary to maintain the whole or part of the Equipment in accordance with the selected Option are no longer readily available or manufactured;
  - (c) support software in respect of the software necessary to operate the whole or part of the Equipment is no longer readily available; or
  - (d) the Equipment is damaged or destroyed to the extent that the whole or part of the Equipment cannot be used, and it is not economically viable for the Equipment to be repaired or restored.
- 2.12 If we terminate or vary the Service under clause 2.11, we will cease supplying you with Services 14 days after the date of the termination or variation notice, for the relevant



Equipment referred to in that notice.

**Stranded Costs**

2.13 If this Service Schedule is terminated for any reason prior to the expiry of the initial or renewed Service Schedule Term (other than for our material breach), you must pay to us any stranded costs associated with such termination (including but not limited to non-refundable amounts paid by us to a third party for software and maintenance support services).

**Early Termination Charges**

If during the Minimum or Renewed Term a Service is cancelled for any reason other than for our material breach, we may charge you the lesser of the monthly Maintenance Price times twelve (12) or the 25% of the monthly Maintenance Price times the remaining months of the Service Schedule Term.

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

**3 FEATURES**

3.1 The following terms apply to the features of your Option.

**Incident Management**

3.2 We will:

- (a) receive and record incidents reported by you to the service desk;
- (b) either co-ordinate or conduct the detection, investigation and diagnosis of incidents;
- (c) assign the priority level of incidents according to the levels set out below;
- (d) co-ordinate the restoration and recovery of your network for the resolution of incidents;
- (e) close incidents; and
- (f) create incident history reports.

3.3 The service desk will assess the incident and assign the appropriate priority level, per site, as follows:

PRIORITY LEVEL 1 (MAJOR)	PRIORITY LEVEL 2 (MINOR)
<ul style="list-style-type: none"> <li>• Requires immediate action – has critical impact</li> <li>• Fault affecting 25% or more extensions</li> <li>• Fault affecting 25 % or more of data peripherals connected to Unified Communications voice equipment</li> <li>• Fault affecting total system operations</li> <li>• Controller or processor outage</li> <li>• Operator console outage (ie. Switchboard)</li> </ul>	<ul style="list-style-type: none"> <li>• Requires action – has no critical impact</li> <li>• An extension is dead</li> <li>• Incoming calls are intermittently dropping out</li> <li>• Intermittently not receiving incoming calls</li> <li>• Outgoing calls dropping out intermittently</li> <li>• Intermittent noise on outgoing calls</li> <li>• Unable to transfer from extension</li> <li>• Intermittent calls dropping out on automatic call distribution</li> <li>• Voice paging not operating</li> <li>• Loud/high pitch noise on transit calls</li> <li>• Alarm flashing</li> </ul>



	<ul style="list-style-type: none"><li>• Call logging/accounting not operating</li><li>• Intermittent external talking on internal calls</li><li>• Intermittent external talking on external calls</li><li>• Music on hold not operating</li></ul>
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- 3.4 We may conduct incident management remotely or by attending your premises.
- 3.5 If resolution of the incident requires equipment maintenance, we will only provide you with that service if equipment maintenance is a feature of your option. If equipment maintenance is not a feature of your option, you may request, and we may agree, to provide the service for you at additional charge.

**Problem Management**

- 3.6 In providing Telstra Business Systems Care, we will use reasonable endeavours to:
- (a) investigate incident patterns;
  - (b) classify problems by cause, type, category and impact;
  - (c) identify root causes of problems and diagnose problems;
  - (d) use diagnostic aids to search for problem resolution;
  - (e) initiate, or recommend, corrective action for the problem, as appropriate;
  - (f) notify you of problems being investigated;
  - (g) notify you of the corrective actions taken by us to address problems; and
  - (h) create problem histories and action reports,

**Change Management**

- 3.7 Change Management is the process responsible for controlling the lifecycle of all changes. The primary objective of Change Management is to ensure any change requests are assessed for risk and implemented with minimal impact or disruption to business operations.
- 3.8 Telstra’s Change Management process aims to ensure standardised methods and procedures are used for efficient and prompt handling of all changes. This approach can minimise the impact of change-related Incidents on service quality and protect the day-to-day operation of services Telstra offers its clients.
- 3.9 Telstra’s Change Management capability that it brings to its customers comprises:
- (a) Standardised methods and procedures for efficient and prompt handling of Changes;
  - (b) Continuous improvement of the efficiency and effectiveness of the process; and
  - (c) Timely notification and communication of change schedules.



### Service Target Management

3.10 We aim (but do not guarantee) to:

- (a) meet the service targets;
- (b) identify and monitor the performance of Telstra Business Systems Care against the service targets;
- (c) escalate any failure to meet the service targets; and
- (d) assess the effect of infrastructure changes on performance of Telstra Business Systems Care against the service targets.

### Reporting

3.11 We will provide the reports to you as part of Telstra Business Systems Care as identified in the features of your selected option (as set out above).

3.12 We will email reports to your nominated representative monthly.

### Service Labour

#### Onsite/Remote

3.13 We will provide service labour as part of fault resolution to you either by:

- (a) performing remote diagnosis on your Unified Communications voice equipment; or
- (b) attending your premises if we cannot remotely access your equipment. If we need to attend your premises, we will charge you an additional charge which we will agree with you before we attend.

#### Remote

3.14 We will provide service labour as part of fault resolution to you by performing remote diagnosis on your Unified Communications voice equipment.

3.15 If you select remote Service labour only you may request onsite labour for an additional charge. We will agree the charge with you before we commence the work.

### Software Assurance

3.16 Where the vendor provides software assurance services, we will provide them to you through one of the following options:

- (a) **Software Support:** We will provide you with access to vendor technical support as well as patches, bug fixes and software updates to be used for fault resolution; or
- (b) **Software Support & Upgrades:** We will provide you with access to vendor technical support as well as patches, bug fixes and software updates to be used for fault resolution and; access to major software upgrades.

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



3.17 Installation costs for major software upgrades will be separately chargeable at rates that we will agree with you before we perform the work.

### Installs, Moves, Adds, and Changes (MACs)

3.18 We will manage your service requests to install, move, add, change, remove, upgrade, delete, reconfigure and relocate your relevant equipment ("MACs"). The types of MACs we provide depend on your equipment. MACs will be provided at additional cost (in accordance with our then-current schedule of costs, as made available by us on request from time to time).

### Soft MACs

3.19 There are three types of Soft MACs:

- (a) Simple Soft MACs;
- (b) Complex Soft MACs; and
- (c) Complex Soft MAC Projects,

as further detailed below.

3.20 We will perform Simple Soft MACs and Complex Soft MACs on your request.

3.21 We may charge you for the provision of Soft MACs. We will agree the charges with you before we perform the work.

### Simple Soft MACs

3.22 For Unified Communications voice equipment, we will advise you at the time of request if your MAC is a Simple Soft MAC. We will also advise you whether your Simple Soft MAC request relates to carriage services or Unified Communications voice equipment.

### Complex Soft MACs

3.23 For Unified Communications voice equipment, we will advise you at the time of request if your MAC is a Complex Soft MAC.

### Soft MAC Projects

3.24 We will let you know at the time of request if your change is a Soft MAC Project for Unified Communications voice equipment. A Soft MAC Project for Unified Communications voice includes any of the changes listed in the table below:

ACD parameter at customer group or PIN number level	Additional Supplementary numbers for existing ACD group	New Automatic Call Distribution Group
Additional ACD/UCD group for existing Customer Group	Additional features to existing Groups	Simplified Message Desk Interface
Additional codes to existing group	Any change to existing Customer Group dial plan	Station Specific Authcode
Additional login code to existing Groups	Any Customer Group/handset audit	Uniform Call Distribution
Additional Queue Slots for	Change of Class of Service at	Uniform Call Distribution Login

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



existing ACD/UCD groups	Customer Group level	Key
Additional routes for existing ACD/UCD groups or consoles	Establish night service routing and overflow destination for ACD/UCD and Consoles	Voicemail configurations affecting more than one Standard End or call flows mimicking ACD functionality

### Hard MACs

- 3.25 All requests for Hard MACs must be approved by us on a case by case basis.
- 3.26 We will schedule and coordinate the performance of Hard MACs at your premises.
- 3.27 Provision for Hard MACs includes costs for jumper wire, handset installation (if applicable) and testing. Call out fees, travel and accommodation charges may apply and we will inform you of these charges before we attend your premises.
- 3.28 We will bill you for all charges monthly in arrears where Hard MACs are not included in your option.

### How we perform MACs

- 3.29 If you request MACs, our service desk will:
  - (a) liaise with our other service areas;
  - (b) liaise with our technical areas, as needed;
  - (c) track progress of your request;
  - (d) confirm completion and close of your request; and
  - (e) update your configuration records following completion of your request.
- 3.30 If you or a third party perform a change to your equipment, carriage network or IP carriage service or network that is not expressly authorised by us, and an MAC is required to remedy the unauthorised change, we may charge you for providing the MAC.

### MACs requiring project coordination

- 3.31 An MAC will require project coordination if:
  - (a) the MAC request requires ten (10) or more actions;
  - (b) we determine that it has service dependencies or is complicated; or
  - (c) it is listed above as a "MAC Project".
- 3.32 Where we believe an MAC requires project coordination:
  - (a) we will provide you with a quotation for the MAC; and
  - (b) we will not proceed with the MAC without your agreement.



### 4 CARE PRIORITY PLUS

#### Backup Services

- 4.1 If you request it, we will provide you with backups of your system data. We will schedule such backups by agreement with you.
- 4.2 We may store the backups onsite, in the Cloud or offsite as agreed between us.
- 4.3 We will agree the applicable charges for backup services with you before we commence the work.

#### Onsite Resources

- 4.4 If you request it, we will use reasonable endeavours to provide one or more onsite resources dedicated to your site(s). The resources are available on a full-time or regular part-time basis only.
- 4.5 We will agree the applicable charges for onsite resources with you before we provide the resource.
- 4.6 The location, coverage hours, responsibilities and any special requirements will be agreed with you and included in your agreement before providing the resource.

#### Service Delivery Manager

- 4.7 If you request it, we will provide a Service Delivery Manager as a dedicated resource to manage aspects of service delivery to you. The Service Delivery Manager will perform the following functions:
  - (a) Management of service delivery such as service level targets, incident management;
  - (b) Definition of escalation procedures;
  - (c) Performance reports;
  - (d) Performance reviews;
  - (e) Supplier management; and
  - (f) Contract governance
- 4.8 We will agree the applicable charges for a Service Delivery Manager with you before we provide the resource.
- 4.9 The location, coverage hours, responsibilities and any special requirements will be agreed with you and included in your agreement before providing the resource.

#### Release Management

- 4.10 If you request it, we will provide release management services to assist you with notification, testing and provisioning of the latest software releases and functionality as they relate to your Main Equipment. We will agree the applicable charges for Release Management with you before we commence the work.





### **Enhanced Performance Reporting**

- 4.11 If you request it, we will provide you with bespoke reports, the content of which we will agree with you.
- 4.12 We will agree the applicable charges for Enhanced Performance Reporting with you before we commence the work.
- 4.13 We will agree timing and method of delivery with you before we commence the work.

### **Availability Management**

- 4.14 If you request it, we will provide you with Availability Management to assist you with prioritised Services continuity, disaster recovery and support services for your infrastructure, including voice and data networks.
- 4.15 We will agree the applicable charges for Availability Management with you before we commence the work.

### **Capacity Management**

- 4.16 If you request it, we will provide you with Capacity Management Services to assist you to match the capacity of your IT infrastructure to your changing needs.
- 4.17 We will agree the applicable charges for Capacity Management with you before we commence the work.

### **Configuration Management**

- 4.18 If you request it we will provide you with Configuration Management. Configuration Management comprises notifications of potential configuration changes available to you, configuration testing and a single point of contact for suppliers and vendors associated with your configuration.
- 4.19 We will agree the applicable charges for Configuration Management with you before we commence the work

### **Battery Maintenance (Power Manager)**

- 4.20 If you request it, we or our contractor will provide you with Battery Maintenance. Battery Maintenance comprises checks of your backup batteries via site visit where we review and provide power management reports including quotes for recommended rectification work. Any additional work or battery replacement is not included in Battery Maintenance, although we may perform that work for a separate charge.
- 4.21 We will agree the applicable charges for Battery Management with you before we commence the work. We will agree charges for battery replacement with you separately to the Battery Maintenance charges.

### **System Monitoring**

- 4.22 If you request it, we will provide you with pro-active System Monitoring which will comprise collection and prioritisation of alarms from your equipment from real time alert notification to fault resolution.



4.23 We will agree the applicable charges for System Monitoring with you before we commence the work.

4.24 We will agree site details and technical design with you prior to commencing, if applicable.

### **Information Security Management**

4.25 If you request it, we will provide you with Information Security Management, the extent of which we will agree with you before we commence the work.

4.26 We will agree the applicable charges for Information Security Management with you before we commence the work.

### **Preventative Maintenance**

4.27 If you request it, we will provide you with Preventative Maintenance, comprising scheduled review of the functionality of your communication platform. This shall include all services necessary to ensure the preservation of the Unified Communications voice system in good operating condition and to detect problems and minimise their occurrence during the Maintenance Service Period.

4.28 We will agree the scheduling and extent of the Preventative Maintenance service with you before we commence the work.

4.29 We will agree the applicable charges for Preventative Maintenance with you before we commence the work.

4.30 Where there is remote access to the voice system/s, Preventative Maintenance can be done remotely and information retained offsite.

### **Desktop Services Management**

4.31 If you request it, we or our contractor will provide you with Desktop Services Management. Desktop Services Management comprising desktop device maintenance and management.

4.32 We will agree the extent of the options applicable as well as scheduling with you prior to commencing the work.

4.33 We will agree the applicable charges for Desktop Services Management with you before we commence the work.

### **Project MAC Services**

4.34 If you request it, we will provide you with Project MAC Services, comprising defined parameters relating to requests to install, move, add, change, remove, upgrade, delete, reconfigure and relocate your relevant equipment

4.35 We will agree the scheduling and extent of the Project MAC service with you before we commence the work.

4.36 We will agree the applicable charges for Project MAC Services with you before we commence the work.



### **Duress and Emergency Telephone (DET) Services**

- 4.37 If you request it, we or our contractor will provide you with Duress and Emergency Telephone (DET) Services comprising backup services for your lift phone in case of blackout.
- 4.38 We will agree the extent of the options applicable as well as scheduling with you prior to commencing the work.
- 4.39 We will agree the applicable charges for the DET service with you before we commence the work.

## **5 SERVICE TARGETS**

- 5.1 Our service targets are measured over each billing month, during our service desk hours of operation. We aim, but do not guarantee, to meet the service targets.

### **Service Target Exclusions**

- 5.2 The following events are excluded from the calculation of the service targets:
- (a) incidents and service requests that are not notified to the service desk as the first point of contact;
  - (b) Priority Level One Incidents notified to the service desk by email or fax, rather than by telephone;
  - (c) our scheduled maintenance down times for Telstra Business Systems Care including service desk maintenance and down time of the network to conduct MACs;
  - (d) any action or inaction by us at your direction, against our reasonable advice, such as a failure to refresh or upgrade software or equipment;
  - (e) where you have not complied with your obligations under these terms;
  - (f) delays caused by you or a third party, including any delay caused by us seeking you or a third party's approval or authorisation;
  - (g) work undertaken by your suppliers or a third party;
  - (h) additional work, whether carried out on these terms or otherwise;
  - (i) any incident or problem relating to your network infrastructure or equipment; and
  - (j) any events not within our reasonable control.

### **TBS Care Priority faults**

- 5.3 If you acquire a Telstra Business Systems Care Priority or Telstra Business Systems Priority Plus agreement, and we provide Unified Communications voice equipment maintenance services to you under this section of Our Customer Terms, the following service targets apply, any variations to these must be presented by you and agreed to by us and included in your agreement:

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



		<b>STANDARD</b>	<b>BUSINESS DAY</b>	<b>EXTENDED</b>	<b>24 HOUR</b>
<b>Response Times</b>	Priority Level One	Max 4 Hours	Max 2 Hours	Max 2 Hours	Max 2 Hours
	Priority Level Two	Best Effort	Max 8 Hours	Max 8 Hours	Max 8 Hours
<b>Coverage Hours</b>		8am- 5pm Mon- Fri  (excl public holidays)	8am-5pm Mon-Fri  (excl public holidays)	8am-10pm Mon – Sun  (inc public holiday)	24 hours; Mon – Sun  (inc. public holidays)  Priority Level One only  8am-5pm Mon-Fri  (excl public holidays)  For Priority Level 2 faults

5.4 Service faults are classified into two categories, Priority Level One and Priority Level Two, as described below, to determine response time targets.

<b>PRIORITY LEVEL ONE (MAJOR)</b>	<b>PRIORITY LEVEL TWO (MINOR)</b>
<ul style="list-style-type: none"> <li>• Requires immediate action – has critical impact</li> <li>• Fault affecting 25% or more extensions</li> <li>• Fault affecting 25% or more of data peripherals connected to a Unified Communications voice system</li> <li>• Fault affecting total system operations</li> <li>• Controller or processor outage</li> <li>• Operator console outage (i.e. Switchboard)</li> </ul>	<ul style="list-style-type: none"> <li>• Requires action – has no critical impact</li> <li>• An extension is dead</li> <li>• Incoming calls are intermittently dropping out</li> <li>• Intermittently not receiving incoming calls</li> <li>• Outgoing calls dropping out intermittently</li> <li>• Intermittent noise on outgoing calls</li> <li>• Unable to transfer from extension</li> <li>• Intermittent calls dropping out on automatic call distribution</li> <li>• Voice paging not operating</li> <li>• Loud/high pitch noise on transit calls</li> <li>• Alarm flashing</li> <li>• Call logging/accounting not operating</li> <li>• Intermittent external talking on internal calls</li> <li>• Intermittent external talking on external calls</li> <li>• Music on hold not operating</li> </ul>

5.5 Additional Priority Levels are not a standard part of TBS Care Priority unless requested by you and agreed to by us and included in your agreement

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



- 5.6 The response time is the time taken during the coverage hours set out above to locate and commence rectifying a reported fault. We are deemed to have responded to a fault when:
- (a) you are contacted by us and informed that the fault has been identified by remote diagnostics and that work has commenced to rectify the fault;
  - (b) you are contacted and we attempt identification and restoration of the fault with your assistance; or
  - (c) if we are unable to contact you due to the fault or if remote assistance is not possible, the call will be deemed to be "on hold" until one of our representatives is able to attend the site.
  - (d) If we are unable to make contact with you and it is deemed necessary to make contact with you to enable onsite access for the attending technician, then the call will be deemed to be "on hold" until contact can be made with you at which point the elapsed time on the response time will recommence.

5.7 Restoration does not apply to any Telstra Business Systems Care agreement unless specifically requested and authorised by us and outlined in your agreement. In those circumstances, "restoration" of service means that the service difficulty has been resolved to the extent that you are able to continue the use of the relevant system in accordance with its usual business practice. In some cases, the restoration of service may involve a temporary solution which enables you to continue the use of the relevant system until such time as we are able to affect a full repair.

- 5.8 Resolution does not apply to any Telstra Business Systems Care agreement unless specifically requested and authorised by us and outlined in your agreement. In those circumstances Resolution Time means the time elapsed between:
- (a) Notification by the customer or detection by the contractor of an event or Incident in relation to any service provided by the Contractor under this agreement; and
  - (b) Customer acceptance that the event or Incident is closed.

Resolution activities will be conducted in accordance with accepted industry best practice and having regard to the original equipment manufacturer or its agents resolution times for the type of fault concerned.

### MAC Completion Times

5.9 We aim (but do not guarantee) to meet the following service targets for MAC completion times, for your equipment, unless otherwise identified to be more complex and being categorised as requiring project coordination:

<b>Simple Soft MACs</b>	Two (2) complete business days
<b>Complex Soft MACs and Hard MACs</b>	Five (5) complete business days

5.10 We measure the Soft MAC completion time from the time the service desk records your complete MAC request to the time the service desk closes the MAC request (as set out in these terms) or to the time the service desk has made reasonable efforts to close the MAC request



(whichever happens first).

5.11 We measure the Hard MAC completion times from:

- (a) the time service desk records your complete MAC request for Hard MACs in Metro areas; or
- (b) the time you agree to the additional travel and accommodation charges for Hard MACs in Regional or Remote areas,

5.12 to the time the service desk closes the MAC request, as set out in these terms or to the time the service desk has made reasonable efforts to close the MAC request (whichever happens first). A request containing a mix of Simple Soft MACs, Complex Soft MACs, Hard MACs and MACs will be logged as separate requests, for the purpose of managing and tracking the service targets, unless service interdependencies exist, in which case the Complex Soft MACs Service Target will apply to all interdependent requests.

### Service Performance Targets

5.13 Service Performance Targets, including compensation or credits, are measured over each billing month, during our service desk hours of operation. We aim, but do not guarantee, to meet the service targets. Service Targets are not included as a standard part of TBS Care unless requested by you and agreed to by us and included in your agreement

5.14

## 6 GENERAL

### Service Desk

6.1 We will provide you with the following means of contacting the service desk for all TBS Care options:

- (a) a shared 13 or 1300 number; and
- (b) an email address and/or fax number, at your request.

6.2 Our service desk is your first point of contact for reporting incidents and making service requests.

6.3 Our service desk will:

- (a) provide job reference numbers to the person who logged the fault;
- (b) make an initial assessment of each incident and service request and, if appropriate, attempt to resolve the incident or satisfy the service request, or refer it to the next level of support;
- (c) provide updates on incidents and service requests to the person who logged the fault; and
- (d) close incidents or service requests after confirming that the person who logged the call, or the authorised user (as the case may be) is satisfied that the incident has been fixed

## OUR CUSTOMER TERMS TELSTRA BUSINESS SYSTEMS CARE



or that the service request has been completed.

6.4 The service desk will operate during the coverage hours set out above, except that incidents may be reported at any time (24 x 7 x 365).

### Your obligations

- 6.5 If we maintain Unified Communications voice equipment for you as part of your agreement, you agree:
- (a) to keep the equipment secure;
  - (b) to maintain the equipment according to the manufacturer's instructions;
  - (c) not to make, or allow to be made, any alterations, modifications, adjustments or repairs to the equipment or servicing of the equipment;
  - (d) to ensure that any labels fixed to the equipment are not removed, covered, altered or otherwise tampered with;
  - (e) to provide us with copies of software licences for the equipment, at our request;
  - (f) to notify us of any damage to the equipment;
  - (g) to ensure that we, and our suppliers, have safe access to the equipment, with the appropriate authorisation levels to access your premises, as we, and our suppliers, require to deliver Telstra Business Systems Care;
  - (h) to ensure that your authorised users (if relevant) and end-users use the equipment appropriately and exercise due care towards the equipment; and
- 6.6 You agree to inform us of:
- (a) any activity that may affect our delivery of Telstra Business Systems Care, including any interruption to the electricity supply to the premises and changes to your telecommunications services; and

### Your warranties

- 6.7 You warrant that:
- (a) you own or lease the equipment;
  - (b) have obtained and will maintain, all necessary licences (including those relating to software), permits, consents, authorisations and approvals necessary to operate the equipment and permit us to perform our obligations under this section of Our Customer Terms.

### Amendments

- 6.8 Any increase or decrease to the number of standard ends or users at your premises will not require written agreement. However, you understand that this will affect the amount you are required to pay under these terms.



### Changes to your Premises, Equipment and/or Software

6.9 You may request a change to:

- (a) the equipment and/or software managed and supported by us as part of your Telstra Business Systems Care agreement; or
- (b) your premises (including, but not limited to, a request to decommission a premises of the provision of Telstra Business Systems Care),

by notifying us in writing of the change(s) you require and by requesting us to complete a maintenance contract variation form specifying the change(s) you require.

6.10 The charges in respect of the changes will be our then-current commercial charges for the relevant equipment, software and/or services.

6.11 We will liaise with you to determine if we can deliver your Telstra Business Systems Care service according to your proposed changes.

### Additional Work

6.12 You may request that we provide consultancy, project, technology refreshes, training or other unforeseen work, in relation to your Telstra Business Systems Care agreement. We will provide you with a written specification quotation for such services for your approval prior to undertaking any work.

### Intellectual Property

6.13 We grant you a non-exclusive, non-transferable, royalty-free licence to use, reproduce, copy, add to and modify any Intellectual Property provided by us to you under these terms, while we provide Telstra Business Systems Care to you solely for the purposes of meeting your obligations under these terms.

6.14 You grant us a Broad Licence to any Intellectual Property provided by you to us under these terms. To avoid doubt, the Broad Licence survives the expiry of your Telstra Managed Voice service, or termination of the service for any reason.

6.15 Each party warrants that the use (as permitted or necessitated by these terms) of any Intellectual Property licensed to the other party under these terms will not infringe any person's rights in that Intellectual Property or constitute a misuse of any person's confidential information. Each party indemnifies the other party against all loss, damage, injury, claim, demand, cost or expense (including legal fees and expenses) that it suffers or incurs as a result of any breach of any warranty in this clause.

## 7 EQUIPMENT MAINTENANCE AND SOFTWARE ASSURANCE

7.1 There are two types of maintenance that we provide under this section:

- (a) Unified Communications voice equipment maintenance; and
- (b) software assurance services for Unified Communications voice equipment (where available).

7.2 We may (but are not obliged to) use third party suppliers in providing the Unified Communications voice equipment maintenance to you.



# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



7.3 If we choose, the third party supplier may enjoy any or all of our rights or perform any or all of our obligations under this section.

### **TBS Care Maintenance**

7.4 Unified Communications voice equipment maintenance is designed to ensure that your Unified Communications voice equipment is maintained or restored as quickly as reasonably possible. We cannot and do not warrant or guarantee:

- (a) uninterrupted or error-free operation of the equipment we maintain for you; or
- (b) our maintenance services will achieve or result in a solution to any problem affecting the equipment.

### **Old Equipment**

7.5 You acknowledge that where your Unified Communications voice Unified Communications voice equipment includes items which are not at their current version or the version prior to the current version, or are no longer actively supported by the manufacturer (in that the manufacturer has classified them as "sale end of life" or "service end of life"), we may:

- (a) provide TBS Care maintenance services on a "best efforts" basis only (and you acknowledge that we cannot provide any services which rely on vendor support); or
- (b) not be able to provide TBS Care services to you and will notify you in writing.

7.6 We may increase the charges for the equipment maintenance services after giving you written notification.

### **Replacement Parts**

- 7.7 As part of our maintenance services, we will replace any component parts, assemblies and sub-assemblies in the equipment that we consider require replacement due to normal wear and tear. We will use new or "as new" component parts, assemblies and sub-assemblies (as the case may be).
- 7.8 Title to a replacement part passes to you on installation, unless there is a separate charge for the replacement part, in which case title only passes once you have paid us in full for the replacement part.
- 7.9 Risk of loss of or damage to a replacement part passes to you on installation.
- 7.10 A replacement part will be considered part of the equipment that we maintain once title has passed to you.
- 7.11 Title to and risk of loss of, or damage to, a replaced part passes to us on its removal from the equipment.

### **Additional Equipment**

- 7.12 We may maintain additional equipment (including any upgrades) if:
- (a) we have received (from you or from one of our dealers, agents or subcontractors) a request for us to complete a maintenance contract variation form specifying the additional equipment; and



(b) we have agreed to perform that maintenance contract variation.

7.13 If during the course of performing the maintenance services or undertaking an equipment audit or otherwise, we reasonably determine that new equipment is or has been located with the existing equipment that we maintain such that we, acting reasonably, have performed or are likely to perform maintenance services in respect of the new equipment, then:

(a) we may, in our absolute discretion, give you written notice that the new equipment will be maintained by us under this section; and

(b) irrespective of whether we provide the notice in paragraph (a) above, you must pay the relevant fees for the maintenance services performed on the new equipment, based on our then-current rates.

**Software Assurance Services for Unified Communications voice equipment**

7.14 Software assurance will only be included in the applicable TBS Care options where a manufacturer provides a software assurance program.

7.15 Software Assurance services will be provided in accordance with our TBS Care options.

7.16 To enable us to provide the software assurance services, you must:

- (a) maintain your Unified Communications voice equipment build at the current major release (N) or one major release prior (N-1);
- (b) allow our (and our vendors') licence and configuration management systems to perform site audits and to access your Unified Communications voice equipment via VPN or dial-up connections, or as otherwise specified by us; and
- (c) not make or allow any changes to or affecting your Unified Communications voice equipment without our prior written consent.

7.17 The following services are not included:

- (a) fault resolution relating to issues within your network or network capacity;
- (b) resolution of issues relating to interoperability of your Unified Communications voice equipment's software with other operating systems, network management software or other software applications;
- (c) maintenance for software platform versions which are older than N-1; and
- (d) installation services relating to software updates and new releases.

unless requested by you and agreed to by us and included in you agreement. There may be an additional charge associated with the inclusion of any of these services.

7.18 If you do not accept an update or new release of the software that we support, or do not arrange for installation of an update or new release of the software within a reasonable time (but in any event no later than 3 months from the date of release), we may cease to provide the maintenance services.

7.19 You may ask us to provide installation of software updates and new releases to you. If we agree, we will perform those services at our commercial rates current at the time we perform



the services.

### Relocation of Equipment

- 7.20 You must give us prior written notice if you intend to relocate any of the Unified Communications voice equipment we maintain under this section.
- 7.21 You may ask us to relocate existing Unified Communications voice equipment for you. If we agree, we will perform those services at our commercial rates current at the time we perform the services.
- 7.22 If any of the Unified Communications voice equipment we maintain is relocated (whether or not by us under this section or by a third party):
- (a) we will increase the charges applicable to the provision of maintenance services in respect of that Unified Communications voice equipment to the extent that the relocation results in any cost increases to us;
  - (b) the maintenance services will not include the repair of any faults or errors arising from relocation of the Unified Communications voice equipment; and
  - (c) where you have IP-compatible Unified Communications voice equipment, we may require that you submit your data network to a network readiness assessment. We will conduct the network readiness assessment at our commercial rates current at the time of the assessment.

### Site Audits

- 7.23 We may, at our choice, perform site audits at 12 monthly intervals to check all Unified Communications voice equipment and associated peripherals and software on your premises. We will use the audit to verify equipment configuration and may adjust the charges for the maintenance services if we determine that we have not been charging you for maintenance of all of the Unified Communications voice equipment we maintain.
- 7.24 Additional audits or scheduled audits are not a standard part of the TBS Care unless specifically requested and authorised by us and outlined in your agreement

### What if the Unified Communications voice equipment is unserviceable?

- 7.25 If we cease support for any of your Unified Communications voice equipment or if we think any of your Unified Communications voice equipment:
- (a) can no longer be kept in good working order (including because, in our opinion, works have been conducted on all or part of the maintained Unified Communications voice equipment by persons not accredited by us to perform those works);
  - (b) is uneconomic to service (including because it has been damaged or destroyed to the extent it is uneconomic to repair or restore);
  - (c) parts necessary to maintain the whole or part of the maintained Unified Communications voice equipment are no longer readily available or manufactured; or
  - (d) support software in respect of the software necessary to operate the whole or part of the maintained Unified Communications voice equipment is no longer readily available,



we will notify you.

7.26 We may, at our option, after giving you written notification:

- (a) increase the charges for the equipment maintenance services; or
- (b) cease providing maintenance services on that Unified Communications voice equipment.

### **What Telstra Business Systems Care does not cover?**

7.27 Telstra Business Systems Care does not include:

- (a) maintenance of any equipment not set out in your agreement with us;
- (b) maintenance of anything attached to the equipment including third party equipment (unless we agreed in writing to it);
- (c) MACs (which are an additional option in Telstra Business Systems Care);
- (d) fixing any faults in the Unified Communications voice equipment other than those caused by normal fair wear and tear;
- (e) subject to our obligations in relation to other services we provide, taking responsibility for lines or network terminations on the Unified Communications voice equipment;
- (f) fixing any faults in the Unified Communications voice equipment caused in our reasonable opinion by:
  - (i) the incorrect use, negligent use, misuse or abuse of the Unified Communications voice equipment or software;
  - (ii) a person not authorised by us re-installing, moving, removing, changing, maintaining or servicing the Unified Communications voice equipment or any other actions of a person not authorised by us;
  - (iii) connecting the Unified Communications voice equipment to any devices or other equipment not recommended by the equipment's manufacturer or authorised by us;
  - (iv) your failure to follow our or the third party supplier's installation, operation or maintenance instructions as advised by us from time to time;
  - (v) environmental factors including (without limitation) the failure of electrical power, air conditioning or humidity control, or lightning, electrostatic interference, electromagnetic interference or power surges of any type;
  - (vi) an event beyond our reasonable control;
  - (vii) your failure to permit us remote access to the Unified Communications voice equipment;
  - (viii) the Unified Communications voice equipment not being compatible with or working in combination with hardware or applications software products provided by third parties; or



- (ix) the failure of anything attached to the Unified Communications voice equipment including third party equipment;
- (g) maintenance of any Unified Communications voice equipment where the serial numbers have deliberately been removed or altered;
- (h) providing or maintaining consumables or disposable items (such as patch cords, batteries, headsets, telephone cords, floppy disks, tapes or standby batteries), or other items associated with the Unified Communications voice equipment;
- (i) maintenance of the Unified Communications voice equipment or repair of faults outside of the agreed maintenance level coverage hours;
- (j) the repair of damage or malfunction caused by an act of God, lightning, flood, electrostatic interference, power surge, or failure in electrical power, air conditioning or humidity control;
- (k) the replacement, transposition or repair of backbone and external cabling other than system integral interconnecting cables;
- (l) the servicing of software that has been customised after initial installation, except where the customisation has been performed under a software maintenance agreement existing between you and us;
- (m) remedial software maintenance for software platform versions which are older than the current release minus 1 (N-1);
- (n) backup and storage of configuration data and program data;
- (o) removal, relocation and reinstallation of Unified Communications voice equipment, devices or attachments;
- (p) remedial maintenance of external power supply equipment which is not Unified Communications voice equipment; and
- (q) repair of damage or errors arising from the relocation, reinstallation or removal of the Unified Communications voice equipment, devices or attachments by anyone other than us.
- (r) Travel costs to remote sites
- (s) Travel costs other than road costs

**Special Requirements**

- 7.28 The provision of specialised equipment or labour, including a cherry picker, or professional rigger, are not included in the maintenance services. Where such equipment or labour is required to enable access to the Unified Communications voice equipment or to perform any of the maintenance services, we will notify you of the relevant charges, and if you agree to pay those charges, we will utilise the relevant specialised equipment or labour to perform the maintenance services. If you do not agree to pay those charges, we will not perform the maintenance services which require that specialised equipment or labour.
- 7.29 We are not responsible for any loss or damage to software, firmware, information or memory data of yours contained in, stored on, or integrated with the Unified Communications voice



equipment.

- 7.30 We are not responsible for any toll fraud, fraudulent intrusion, unauthorised use or disclosure or loss of proprietary information associated with your equipment. We do not warrant or represent that the Unified Communications voice equipment or our Unified Communications voice equipment maintenance will prevent or is immune from such activity.

### **Third Party Equipment**

- 7.31 If during the provision of Unified Communications voice equipment maintenance we become aware of a problem with parts provided by a third party which are attached to the Unified Communications voice equipment (for example headsets or line isolation units) ("Third Party Equipment") we will let you know. However, such notification does not form part of the equipment maintenance services.

### **Your obligations**

- 7.32 You must ensure all equipment is used properly in accordance with operating manuals (including materials which can be downloaded from the manufacturer's website) and provide us with:
- (a) reasonable and safe access to (and use of) the equipment and the premises at all times during the agreed maintenance level coverage hours;
  - (b) accurate and complete information about the equipment and access to it;
  - (c) remote communication access to the equipment to perform maintenance functions, such as internet (IP) connectivity, or direct PSTN access. The means of access (IP or PSTN) may be determined by the technology deployed. If you do not provide this access, we will charge you our additional costs actually incurred in performing our maintenance functions;
  - (d) all cooperation and assistance that we reasonably request or that is otherwise necessary to enable us to perform the equipment maintenance;
  - (e) a suitable environment for the effective servicing of the equipment;
  - (f) conditions which are consistent with the equipment specifications;
  - (g) auxiliary services necessary for the correct operation of the equipment;
  - (h) adequate air-conditioned and dust-free storage for spare parts (including consumable parts) packaged in electrostatic (ESD) packaging and held on site;
  - (i) protection for the equipment from electrostatic interference and power surges; and
  - (j) sufficient stocks of consumable items to ensure that a satisfactory level of service can be maintained.
- 7.33 You must take all reasonable steps to anticipate and avoid creating conditions that threaten the health or safety of any person performing maintenance.
- 7.34 You must designate a primary contact and up to three (3) alternatives to be the primary interface with us for equipment maintenance. It will be the responsibility of your primary contact to cooperate in providing a complete description of any faults or incidents.

## OUR CUSTOMER TERMS TELSTRA BUSINESS SYSTEMS CARE



- 7.35 When using Unified Communications voice equipment you must comply with any guidelines of ours and of the third party supplier or manufacturer of the Unified Communications voice equipment in relation to the proper use of the Unified Communications voice equipment.
- 7.36 You must tell us immediately if you no longer have the Unified Communications voice equipment.
- 7.37 If a fault occurs wholly or partly because of something done or not done contrary to this section we will not be responsible for the repair of any damages caused.

### **Warranties and use of the replacement equipment**

- 7.38 We warrant that:
- (a) our Unified Communications voice equipment maintenance services (other than materials and replacement parts) will, for a period of 90 days from the date we provide the maintenance services to you, meet our published performance specifications applicable as at the date on when we provide the equipment services to you; and
  - (b) any materials and replacement parts provided in connection with the maintenance services will be new or in "as new" condition.

These warranties do not apply:

- (c) to any other equipment except the Unified Communications voice equipment we maintain under this section of Our Customer Terms;
  - (d) if the equipment is not maintained or used by properly trained users; or
  - (e) if the equipment is not interfaced in accordance with the specifications that we notify to you.
- 7.39 So as far as we are able to, we assign to you the benefit of all supplier, manufacturer, assembler and maintainer warranties and guarantees ("Warranties") in relation to the replacement equipment.
- 7.40 If the warranties cannot be assigned, we will, at your request, use our reasonable endeavours to enforce the warranties on your behalf.
- 7.41 The warranties will not apply if the replacement equipment has:
- (a) been altered, repaired or maintained by a person other than us;
  - (b) not been operated in a suitable environment according to its specifications; or
  - (c) been subjected to abnormal physical or electrical stress, misuse, negligence, or accident.
- 7.42 You are solely responsible for any use of the replacement equipment or any services connected to the equipment, by you or any third party, whether authorised or not.

### **Payment**

- 7.43 You must pay us the charges monthly according to the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business->

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



[government/?red=/customerterms/bus\\_government.htm](http://government/?red=/customerterms/bus_government.htm).

7.44 Any warranty rights under this section of Our Customers Terms do not arise until we have received payment for the equipment maintenance services.

### Price review of TBS Care

7.45 We may review and change the charges by notice in writing to you:

- (a) where the term set out in your agreement is less than or equal to 12 months, we may increase the charges to a level which does not result in the charges being greater than our then current commercial rates. The increased charges will take effect on the date specified in the notice, which will be no less than 21 days after the date of the notice. We may increase the charges like this only once during the term;
- (b) where term set out in your agreement is more than 12 months (or is renewed for more than 12 months), the charges will be reviewed and changed with effect from each anniversary of the date we commenced providing the service to you (Adjustment Date) in accordance with the following formula (unless the formula results in a decrease to the Services Charge):

$$\text{Adjusted Service Charge} = \frac{\text{SC} \times \text{C2}}{\text{C1}}$$

where:

SC = the charges payable during the year immediately preceding the relevant Adjustment Date;

C1 = the Index Number for the quarter ending immediately prior to the date we commenced providing the service to you or, where a charges review has taken place, the Adjustment Date immediately preceding the relevant Adjustment Date;

C2 = the Index Number for the quarter ending immediately prior to the Adjustment Date; and

Index Number means the Consumer Price Index (All Groups), Weighted Average of Eight Capital Cities, published from time to time by the Australian Bureau of Statistics ([www.abs.gov.au](http://www.abs.gov.au)).

### Price review of software assurance

7.46 We may review and change the charges, with effect from the anniversary of the date we commenced providing the service to you, to cover our additional costs and expenses associated with an increase in the cost of the manufacturer's software assurance program.

### Travel and Living Expenses

7.47 We may charge you for travel and living expenses for maintenance services we provide at a site more than 60 kilometres from our nearest customer service centre. Charges will be based on our standard travel policy at the relevant time and will be invoiced monthly in arrears.

### General conditions

7.48 We will respond to faults reported by you outside the standard hours of coverage as set out in your agreement with us. Such responses will be charged to you at our then current





commercial rates for out of hours services which we tell you beforehand.

- 7.49 Listed below are examples of components that will be serviced, but not replaced, by us under our equipment maintenance services:
- (a) batteries (visual inspections only);
  - (b) cabinets and shelves;
  - (c) stand alone power rectifier units;
  - (d) wiring and cabling;
  - (e) backplane wiring; and
  - (f) peripheral CPE.
- 7.50 Examples of work that will not be conducted include:
- (a) electrical work external to the CPE;
  - (b) hardware or software designs or modifications to the CPE;
  - (c) software upgrades; and
  - (d) virus protection.
- 7.51 Labour, parts and materials for faults caused by weather conditions (e.g. lightning, temperature extremes, flooding); power surges or power failures, and wilful, negligent or accidental damage caused by you or third parties are not included as part of our maintenance services.

## 8 SPECIAL MEANINGS

The following words have the following special meanings, unless otherwise indicated in this section of Our Customer Terms:

**ACD** means Automatic Call Distribution.

**Broad Licence** means a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free licence to:

- (a) use, reproduce, copy, add to and modify in any manner, anywhere in the world, for any purpose;
- (b) permit any person to assist the licensee to do any of the things referred to in (a); and
- (c) sublicense any of the rights described in (a) and (b) to any person.

**Business Day** means any day other than a Saturday, Sunday or recognised public holiday in the State or Territory of the premises to which the transition planning and management or Telstra Business Systems Care is provided.

**Equipped End** means a configured working telephone handset consisting of an extension socket and/or a telephone.

# OUR CUSTOMER TERMS

## TELSTRA BUSINESS SYSTEMS CARE



**Hard MAC** means MACs where we have to attend your premises.

**Intellectual Property** means all rights in relation to patents, copyright, registered designs, registered and unregistered trademarks, trade secrets, know-how and confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967, including any right to register those rights, whether created before or after the Managed Voice Start Date, whether existing in Australia or any other country and in all cases for the duration of those rights.

**LAN** means Local Area Network.

**MAC** means Installs, Adds, Moves and Changes

**MAN** means Metropolitan Area Network.

**Managed Voice Service** means Telstra Business Systems Care as described in these terms and includes any optional features that you take up.

**Metro** means where your premises are located up to or less than 60 km radius from the State or Territory Capital City General Post Office.

**Premises** means the land, building, structure, vehicle or vessel which is owned, leased or occupied by you, to which a Telstra Managed Voice service is supplied, and as specified in your separate agreement with us.

**PSTN** means Public Switched Telephone Network.

**Regional** means where your premises are located more than 60 km radius from the State or Territory Capital City, General Post Office, in an area within Australia with a population of more than 20,000 people.

**Remote** means where your premises are located more than 60 km away from the State or Territory Capital City General Post Office, in an area within Australia with a population of less than 20,000 people.

**Renewed Term** is the term of your TBS Care agreement as renewed pursuant to clause 2.9

**Soft MAC** means a MAC that can be done remotely

**Unified Communications** is the equipment, software and services used to integrate the use of multiple communication channels, networks, systems and applications.

**VLAN** means Virtual Local Area Network.

**WAN** means Wide Area Network.