

# OUR CUSTOMER TERMS

## TELSTRA ITERRA IP SATELLITE

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# OUR CUSTOMER TERMS

## TELSTRA ITERRA IP SATELLITE

Certain words are used with the specific meanings set in clause 13.2 and in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>

### 1 ABOUT THIS SECTION

#### Our Customer Terms

- 1.1 This is the Telstra Iterra® IP Satellite section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms at [http://www.telstra.com.au/customerterms/bus\\_government.htm](http://www.telstra.com.au/customerterms/bus_government.htm) apply.

#### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this Telstra Iterra® IP Satellite section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 Any right for us to suspend or terminate your Satellite Service in this section is in addition to our rights to suspend or terminate your Satellite Service under the General Terms or our agreement with you.

### 2 SERVICE DESCRIPTION

#### Cease Sale and Exit Notifications

- 2.1 On and from 28 June 2018, the IP WAN Satellite Iterra service will no longer be available to new customers.

#### The Satellite Service

- 2.2 The Telstra Iterra IP Satellite Service is an internet protocol based data networking solution which allows you to connect remote Premises to your network using private satellite connections and comprises of the following (the **Satellite Service**):
  - (a) the Equipment;
  - (b) Bandwidth;
  - (c) installation and training services described in the Agreement;
  - (d) optional value-added services described in the Agreement; and
  - (e) Maintenance Services.
- 2.3 We will supply the Satellite Service to you under the Agreement.

#### Eligibility

- 2.4 The Satellite Service isn't available to Telstra Wholesale customers.
- 2.5 To be eligible for the Satellite Service, you must be a business customer (with an ABN) and must meet our eligibility requirements which we will notify you of on request.
- 2.6 You acknowledge and agree that the Satellite Service is only available for use in the Coverage Area.
- 2.7 You must not sell, resell or provide the Satellite Service, or any part of it, to any other person unless

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you obtain our prior written consent.

### Dependencies and Your Obligations

- 2.8 In order to receive the Satellite Service, you must:
- (a) have in place, for the term of the Agreement, a Connecting Service;
  - (b) ensure that the bandwidth for your Connecting Service is equal, to or greater than, the Bandwidth of the Satellite Service;
  - (c) comply with our directions in relation to installation, use, safety measures, operation and maintenance of the Satellite Service and Equipment;
  - (d) provide us with all assistance (including access to your Premises, equipment and systems) we reasonably require to enable us to provide the Satellite Service to you and otherwise perform our obligations under the Agreement;
  - (e) take all safety precautions reasonably necessary to ensure that:
    - (i) we (and our subcontractors) can safely and properly perform all the work that we consider necessary to perform at your Premises in order to provide you with the Satellite Service; and
    - (ii) your use of the Satellite Service and Equipment will not adversely impact any person (including any member of the public);
  - (f) ensure that there is clear 'line of sight' between the Equipment located at your Premises and the satellite we use to provide the Satellite Service;
  - (g) ensure that the Customer Equipment and interfaces and interfacing standards used (including physical connections and software) are compatible with the Equipment and will interoperate with the Satellite Service; and
  - (h) provide us with Your Inputs in accordance with the timeframes set out in the Agreement, or if no timeframe is specified, as soon as practicable after our request.

### Limitations

- 2.9 You agree that the Satellite Service does not support Mesh Network Topology.
- 2.10 We do not guarantee that the Satellite Service:
- (a) will be continuous or fault-free;
  - (b) will be available in the Coverage Area.
- 2.11 You are solely responsible for all use of the Satellite Service and any Equipment whether authorised by you or not.
- 2.12 If you don't comply with clause 2.8, you agree that:
- (a) we may not be able to provide you with the Satellite Service, and any failure to provide the Satellite Service in such circumstances, will not be considered a breach of contract by us; and
  - (b) we may be delayed in meeting our obligations as a result, and you agree that we may charge

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you at our then prevailing rates for any additional work (determined by us at our sole discretion) we have to perform as a result of such a delay.

- 2.13 If one of our third party suppliers suspends, cancels or terminates the supply of a service that we rely on to provide you with the Satellite Service, then we will endeavour to:
- (a) procure an alternative third party to provide a replacement service; or
  - (b) provide the relevant service ourselves.
- 2.14 If we are unable to procure or provide the service in accordance with clause 2.13, we may suspend, cancel or terminate the Satellite Service or the affected part of the Satellite Service. We will give you as much notice as is reasonably possible in the circumstances.

### 3 USE OF THE SATELLITE SERVICE

#### Use of the Satellite Service

- 3.1 You must not use the Satellite Service, or otherwise allow it to be used:
- (a) outside the Coverage Area;
  - (b) in a manner which is contrary to applicable laws, standards or codes;
  - (c) to distribute information or material that is defamatory, obscene or could cause offence or harm;
  - (d) in a manner that interferes (or threatens to interfere) with the efficiency or security of the Satellite Service, another person's services or our network;
  - (e) in a manner that infringes any other person's intellectual property rights, confidential information or other similar rights; or
  - (f) to send or relay unsolicited commercial email or intentionally launch, propagate or cause the storage or execution of computer viruses or malware.
- 3.2 You must not engage in, allow or otherwise participate in, any activity which adversely impacts:
- (a) our network,
  - (b) the satellite we use to provide the Satellite Service; or
  - (c) our ability to provide the Satellite Service to you or any of our other customers.
- 3.3 You indemnify us for all loss, costs and expenses we incur:
- (a) where the Customer Equipment has caused or contributed to interference with the Satellite Service or our network; or
  - (b) in connection with you not complying with clauses 3.1 or 3.2.

#### Suspension of the Satellite Service

- 3.4 We may suspend your Satellite Service, where:
- (a) your use of the Satellite Service is contrary to, or we believe on reasonable grounds that your

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use of the Satellite Service is contrary to, the terms of clauses 3.1 and 3.2; or

- (b) you have not paid amounts payable in connection with the Satellite Service by our invoice due date.

3.5 Where we have suspended your Satellite Service due to your non-payment for the Satellite Service, then you must pay all outstanding amounts payable by you to us before we end the suspension and reinstate the Satellite Service.

3.6 Where the Satellite Service has been suspended for a continuous period of 30 days or more, you agree that we may cancel the Satellite Service by written notice to you.

### 4 CONNECTING YOUR SERVICE

4.1 We will aim, but don't guarantee, to connect your Satellite Service during Business Hours.

4.2 If you ask us to connect your Satellite Service outside Business Hours, additional charges may apply at our then prevailing rates.

4.3 If:

- (a) you cancel or withdraw your order for the Satellite Service (including an order for Equipment in connection with it); or
- (b) during provisioning of your order we decide, at our discretion, that it is not possible for us to obtain a line of sight between the Equipment to the satellite we use to provide the Satellite Service, without us incurring material additional cost;

then we may cancel your order and you agree that we may charge you and you must pay:

- (c) the reasonable amounts incurred by us for work performed by us, or by our subcontractors, trying to connect the Satellite Service, up to the date of withdrawal of that order;
- (d) our cost of Equipment and material acquired by us (or by us through our suppliers) for the performance of the Satellite Service that cannot be returned to stock and re-used by us; and
- (e) our reasonable costs of returning any unused Equipment to stock (including freight and restocking fees).

### 5 CONNECTING SERVICE

5.1 We don't promise that all your Connecting Services will terminate at the same location or on the same equipment.

5.2 If your Connecting Service is cancelled or terminated (for any reason), then you agree that we will not be able to provide you with the Satellite Service.

5.3 We may terminate the Satellite Service where the Connecting Service has been terminated.

5.4 Any changes to the Connecting Service will be governed by the separate terms we have agreed with you in relation to the Connecting Service and may involve additional charges.

5.5 You acknowledge and agree that, if the Satellite Service is cancelled, your Connecting Service will not be automatically cancelled.

5.6 If you wish to cancel your Connecting Service under the terms of your separate agreement with us for

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the Connecting Service, you may incur early termination charges.

#### 6 BANDWIDTH

- 6.1 During provisioning of the Satellite Service, we'll agree with you what Bandwidth is required in order for you to be able to use the Satellite Service.
- 6.2 The Bandwidth available at your Premises in relation to the Satellite Service may vary and is dependent on the Equipment and Connecting Service.
- 6.3 You may ask us to change the Bandwidth at one or more of your Premises from time to time. Subject to availability of bandwidth of the Connecting Service at your Premises and agreed pricing and terms, we will make those changes.
- 6.4 We'll only accept a request for a change to Bandwidth from your authorised users, to the extent agreed in writing between you and us from time to time.
- 6.5 You're responsible for verifying that your Bandwidth change requests have been implemented. We will disregard any Bandwidth change requests that haven't been implemented (for any reason) when calculating the charges you must pay.

#### 7 EQUIPMENT

- 7.1 You must either:
- (a) rent the Telstra Equipment; or
  - (b) purchase the Purchased Equipment,
- from us, for each of your Premises, so we can provide you with the Satellite Service.

#### General

- 7.2 We will:
- (a) deliver the Equipment to an agreed location; or
  - (b) make available for pick-up the Equipment from a site we nominate,
- depending on which option you choose.
- 7.3 We will charge you and you must pay us any costs we incur in connection with the delivery of the Equipment to you. We will notify you of such costs associated with the delivery of the Equipment to and from your Premises in advance.
- 7.4 If you do not return the applicable Equipment in accordance with clauses 7.5 and 7.10 (as applicable) above:
- (a) we may enter any of the Premises where we believe the Equipment may be located and re-possess the Purchased Equipment; and
  - (b) you must pay us for any reasonable expenses we incur as a result of re-possessing or attempting to re-possess the Equipment.
- 7.5 Without limiting any of our other rights under the Agreement, if the Satellite Service is cancelled or terminated for any reason, at our request, you must promptly return at your cost and risk to any

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location we specify:

- (a) the Telstra Equipment; and
- (b) the Purchased Equipment where you have not paid us in full for the Purchased Equipment.

7.6 If any of the Purchased Equipment is not, in our reasonable opinion, in good working order, condition and repair (except for ordinary wear and tear), upon its return to us under clauses 7.5 and 7.10, we may charge you (at our option):

- (a) our reasonable costs in restoring and refurbishing the Purchased Equipment to such good working order; or
- (b) the cost of replacing the Purchased Equipment.

### Purchased Equipment

7.7 Title to the Purchased Equipment passes to you once you have paid us in full for the Purchased Equipment. Until that time, you hold the Purchased Equipment on our behalf.

7.8 Risk of loss or damage to the Purchased Equipment passes to you on delivery.

7.9 Until you have paid us in full for the Purchased Equipment, the Purchased Equipment will be considered Telstra Equipment.

7.10 Without limiting our rights under the Agreement or at law, if you do not pay us for the Purchased Equipment on time, on our request, you must promptly return the Purchased Equipment to us or any location we specify, at your cost and risk.

### Telstra Equipment

7.11 Title to the Telstra Equipment remains with us and does not pass to you at any time.

7.12 Risk of loss or damage to the Telstra Equipment transfers to you on delivery.

7.13 You must only use the Telstra Equipment:

- (a) in connection with the Satellite Service at the Premises;
- (b) for the purpose for which it was designed;
- (c) in a manner that is contemplated by the manufacturer and in accordance with the manufacturer's specifications and operating guidelines and recommendations;
- (d) in compliance with all applicable Laws; and
- (e) in accordance with our directions.

7.14 You must promptly notify us in writing if any Telstra Equipment is lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use. You are liable for any loss or damage to the Telstra Equipment (including cost of replacement), except in relation to ordinary wear and tear.

7.15 You must not alter, modify or repair the Telstra Equipment without our prior written consent. If you make any alterations, modifications or repairs to the Telstra Equipment and those alterations, modifications or repairs:

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- (a) impair the condition of the Telstra Equipment or diminish its use or value, we may charge you an additional repair fee or an amount required for us to replace the applicable Telstra Equipment (where we reasonably believe this is required); or
- (b) result in additional equipment being added to the Telstra Equipment then that additional equipment will become part of the Telstra Equipment at the end of the term of the Agreement and we may charge you an additional amount to remove such additional equipment.

7.16 If any of the Telstra Equipment is not, in our reasonable opinion, in good working order, condition and repair (except for ordinary wear and tear), upon its return to us under clauses 7.5 and 7.10, we may charge you (at our option):

- (a) our reasonable costs in restoring and refurbishing the Telstra Equipment; or
- (b) the cost of replacing the Telstra Equipment.

#### Insurance

7.17 You must obtain and maintain insurance, at your cost, for the full value of the Telstra Equipment:

- (a) at a level we reasonably consider adequate in the circumstances; and
- (b) with an insurer we reasonably consider reputable.

7.18 If requested by us, you must provide us with written evidence of the currency of the insurance referred to in clause 7.17.

#### Your obligations

7.19 You must:

- (a) prior to installation of the Equipment, ensure that the Equipment is kept safe and secure, under cover in a dry area and protected from the weather and exposure to moisture;
- (b) ensure that the Equipment is protected from electrostatic interference and power surges;
- (c) comply with Applicable Standards in respect of the Satellite Service and the Equipment (including in the performance of your obligations in connection with its installation);
- (d) provide any equipment needed to install and remove the Equipment (other than in relation to Transportable Units) such as lifting and trenching equipment and to ensure the secure footing and mounting of the Equipment;
- (e) maintain a suitable environment for the correct operation of the Equipment, including maintaining an operating temperature of below 50 degrees Celsius for any Equipment stored indoors;
- (f) use the Equipment in accordance with the specifications and operating guidelines we notify you of from time to time;
- (g) not alter, modify, maintain or repair the Telstra Equipment without our prior written consent;
- (h) not sell, dispose of or encumber the Telstra Equipment;
- (i) ensure that any labels or identification markings affixed to the Equipment are not removed, covered, altered or otherwise tampered with; and



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(j) allow us to inspect the Telstra Equipment at any time on reasonable notice.

7.20 You acknowledge that we may not provide the Satellite Service to you if you do not comply with clause 7.19 and our failure to provide the Satellite Service in such circumstances will not be considered a breach of contract by us.

## 8 PRICING AND BILLING

8.1 The prices for the Satellite Service are set out in the Agreement.

8.2 You must pay us all outstanding charges for the Satellite Service before we will agree to make any changes to your Satellite Service. Any change to your Satellite Service will take effect from the time we implement them into our systems.

8.3 You may ask us to make configuration changes or other moves, adds, or changes in respect of the Satellite Service. If you do, then you:

(a) must give us details of such a request; and

(b) agree that additional charges may apply to such a request at our then prevailing rates, unless otherwise stated in the Agreement.

8.4 Your account with us must be established for monthly billing in order for us to provide you with the Satellite Service.

## 9 INSTALLATION

### Installation

9.1 Clauses 9.2 to 9.6 do not apply to Transportable Units.

9.2 We will install the Equipment at your Premises during Business Hours. If you ask us to install the Equipment outside these hours, then extra charges may apply as set out in the Agreement.

9.3 Your and our responsibilities in relation to installation of the Satellite Service are set out in the table below.

<b>Satellite Service Installation Responsibility Matrix</b>		
<b>Activity</b>	<b>Our Responsibility</b>	<b>Your Responsibility</b>
Selection of Premises for Equipment	We will provide you with specifications.	You will make the final selection of the Premises for the Equipment.
Antenna post hole (if applicable)	We will provide you with specifications and on - Premises verification.	You will dig the antenna post hole.
Supply of concrete and water (if applicable)	We will provide you with specifications.	You will supply the concrete and water.
Trenching (if applicable)	We will provide you with reasonable technical assistance.	You will arrange for digging of the trenches and fill-in.
Cabling Conduit (if applicable)	We will provide specifications, supply elbows and joints	You will supply all straight components and supply draw strings.

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	assembly.	
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- 9.4 You must:
- (a) perform the activities in the “Your Responsibility” column in accordance with applicable laws and standards (including the Applicable Standards), within the timeframe requested by us (acting reasonably); and
  - (b) comply with our reasonable directions in relation to preparation of your Premises or making the Equipment available for installation, so we can install the Equipment.
- 9.5 You must ensure that the Premises are ready for the installation of the Equipment prior to us attending your Premises, including providing us with Your Inputs.
- 9.6 If:
- (a) the Equipment is delivered to you before installation and you do not make the Equipment available to us for installation; or
  - (b) you do not prepare your Premises so we can install the Equipment,
- on the agreed date, and we reschedule the installation of the Equipment as a result, then you agree that we may charge you an additional amount in accordance with our then prevailing rates.
- 9.7 Where we are installing Equipment at your Premises, you must comply with any directions that we give to you in relation to preparation of your Premises so we can install the Equipment including in relation to any civil work that we have agreed with you prior to installation.
- 9.8 If we install the Equipment (including where we agree to perform any of the activities in the “Your Responsibility” column in clause 9.3 above) then you agree that if we incur any Site Specific Additional Costs in carrying out the Activities, you must pay these Site Specific Additional Costs by the due date set out in our invoice.

### Licence to use related software

- 9.9 We will procure the right for you to use any software that is installed on the Equipment on the terms and on the basis set out in the Agreement.
- 9.10 We may (but are not obliged to) remotely update any software installed on the Equipment as part of the Satellite Service.

### Your obligations

- 9.11 You must:
- (a) provide us with access to delivery loading dock facilities so that we can deliver the Equipment to you where you ask us to deliver the Equipment to you;
  - (b) at your cost, choose, supply, configure and maintain your own facilities, Premises and Customer Equipment; and
  - (c) connect any Telstra Equipment that is used to provide the Satellite Service to an uninterruptible power supply.

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### Relocation or removal of Equipment

- 9.12 You must not relocate or remove the Equipment from your Premises without our prior consent. If requested, we can relocate or remove the Equipment from your Premises for an additional charge as set out in the Agreement. You agree that you may not be able to receive the Satellite Service while we relocate the Equipment or if the Equipment is removed. We'll notify you when the relocation of the Equipment is complete.
- 9.13 You agree that we may not be able to provide you with the Satellite Service if you move the Equipment without our prior written consent and you are responsible for any loss that you suffer as a result.

### Warranties

- 9.14 You must inspect and be satisfied with the Equipment before accepting it by completing a certificate of acceptance in the form specified by us.
- 9.15 Except where otherwise required by law, other than the warranties expressly set out in this Telstra Iterra® IP Satellite section of Our Customer Terms and our Agreement with you, we exclude all warranties in connection with the Satellite Service.

## 10 MAINTENANCE SERVICES

### General

- 10.1 The Satellite Service includes Maintenance Services as set out in this clause 10.
- 10.2 We will (at our option):
- (a) dispatch replacement Equipment within 3 Business Days of you notifying us that there is a Fault with the Equipment, provided that we are reasonably satisfied that there is a Fault with the Equipment and that Fault was not caused by you; or
  - (b) conduct on-Premises repair of Equipment with Faults,
- together, the **Maintenance Services**.
- 10.3 We provide Maintenance Services during Business Hours at your Premises. If you ask us to, we can provide Maintenance Services outside these hours subject to additional charge.
- 10.4 Where an on-Premises visit is required in order for us to provide Maintenance Services, we will arrange an agreed appointment time with you.
- 10.5 The Satellite Service may be interrupted or unavailable during any maintenance or repair work (including the Maintenance Services) performed by us or our subcontractors.
- 10.6 The Maintenance Services do not include:
- (a) repairing damaged Equipment other than damage relating to fair wear and tear;
  - (b) repairing or otherwise maintaining Customer Equipment;
  - (c) perform work in relation items beyond our Network Boundary; or
  - (d) any work other than as set out in clause 10.2.

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10.7 If we agree in writing and you agree to follow our reasonable instructions, you may maintain or repair the Equipment. You are liable for any damage to the Equipment arising from any maintenance or repairs performed by you or any third party, whether authorised by us or not.

### Non-faulty Equipment

10.8 If we determine that there is no Fault with the Equipment, a Fault in the Equipment has been caused by you or the Fault is outside of our maintenance responsibilities, then we will charge you an additional amount set out in the Agreement and any other reasonable costs incurred by us, including any travel, accommodation or equipment repair and replacement costs. We will advise you of the applicable charges before commencing any work.

### Planned maintenance

10.9 You agree that we may:

- (a) perform planned maintenance work (including in connection with network upgrades and hardware and software modifications and testing) in connection with the Satellite Service; and
- (b) interrupt or suspend the Satellite Service to perform that planned maintenance work.

10.10 We aim but don't guarantee to:

- (a) give you at least 2 Business Day's notice prior to any planned maintenance work in connection with the Satellite Service; and
- (b) minimise the duration of any suspension or interruption to the Satellite Service as a result of any planned maintenance work.

## 11 SERVICE LEVEL TARGETS

11.1 The Satellite Service meets the prescribed standard levels of transmission performance based on the International Telecommunications Union – Telecommunications standards recommendation G.821.

11.2 We aim, but don't guarantee, to meet the applicable Response Time and Restoration Time set out in this clause 11 depending on which Support Level is specified in the Agreement.

Support Level	Type of support	Response Time	Restoration Time
Standard Support	Faults not requiring a visit to your Premises	2 Business Hours	8 Business Hours for 70% of Faults
			2 Business Days for 90% of Faults
			5 Business Days for 100% of Faults
	Faults requiring a visit to your Premises	2 Business Hours	3 Business Days for 70% of Faults
			5 Business Days for 90% of Faults
			7 Business Days for 100% of Faults
Sliver Support	Faults not requiring a visit to your Premises	2 Business Hours	8 Hours for 70% of Faults
			2 Days for 90% of Faults
			5 Days for 100% of Faults

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	Faults requiring a visit to your Premises	2 Business Hours	3 Days for 70% of Faults
			5 Days for 90% of Faults
			7 Days for 100% of Faults

- 11.3 The Response Times and Restoration Times only apply to Faults directly related to the Satellite Service.
- 11.4 If we can't obtain sufficient access to your Premises or you are unable to provide us with other necessary assistance in a timeframe which will enable us to meet the Response Times and Restoration Times, then the Response Times and Restoration Times will be extended by the amount of time which elapses before we are provided the necessary access or assistance.

### Service Desk

- 11.5 You must report all Faults in relation to the Satellite Service to our service desk through contact details we will advise you of from time to time (**Service Desk**).
- 11.6 When reporting Faults in relation to the Satellite Service, you must provide any information that we request including:
- (a) Satellite Service details, including the full national number assigned by us;
  - (b) details of the Fault, including the impact of it on the Satellite Service; and
  - (c) your contact details.
- 11.7 On receipt of the relevant information under 11.6 above, we will advise you of a Fault reference number for each reported Fault. A Fault report will be taken to have been received when a Fault reference number is advised to you.
- 11.8 You may ask about the progress of a Fault by contacting the Service Desk and quoting the relevant Fault reference number.

## 12 CIRCUMSTANCES BEYOND OUR CONTROL

- 12.1 We're not liable for failing to provide the Satellite Service or otherwise failing to perform our obligations under this Telstra Iterra IP Satellite Service section of Our Customer Terms due to circumstances beyond our reasonable control, including:
- (a) a change to applicable laws or regulations requiring changes to the Satellite Service;
  - (b) abnormal power conditions (including power failure);
  - (c) unavailability or delay in the availability of Equipment or transportation in connection with any aspect of the Satellite Service;
  - (d) being unable to obtain Approvals or a delay in the granting or obtaining Approvals;
  - (e) unscheduled emergency maintenance in connection with the Satellite Service;
  - (f) you failing to meet your obligations under the Agreement;
  - (g) any interference or damage you cause to the Satellite Service;

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- (h) using the Satellite Service in connection with equipment, software or services not provided or approved in writing by us; or
- (i) changes made to any part of a Satellite Service by anyone other than us (or our subcontractors).

### 13 PERFORMANCE LEVEL TARGETS

13.1 We aim but don't guarantee to meet the performance level targets set out in the table below:

Item	Performance Level Targets	Measurement and method of calculation
Availability	The annual performance level target is 99.7%.	We will calculate Availability at our discretion by averaging sample measurements taken by us within Our Satellite Network during each calendar month.
Pack Loss Ratio	The monthly performance level target is 99% of samples we take have a Packet Loss Ratio of less than 0.5%.	<p>Packet Loss Ratio = <math>((B - A) / B) \times 100</math></p> <p>Where:</p> <p>A: means the sampled delivered committed traffic (packets) out of Our Satellite Network which is not impacted by the circumstances described in clause 12; and</p> <p>B: the sampled admitted committed traffic (packets) into Our Satellite Network which is not impacted by the circumstances described in clause 12.</p>
Round Trip Transit Delay	The monthly performance level target is less than 800mSec for 95% of the time.	<p>Round Trip Transit Delay = <math>((B - A) / B) \times 100</math></p> <p>Where:</p> <p>A: the delivered committed traffic (packets), sampled by us, out of the Our Satellite Network which are not impacted by:</p> <ul style="list-style-type: none"> <li>(i) the circumstances described in clause 12; or</li> <li>(ii) queuing of and/or blocking delays associated with the Bandwidth you have selected.</li> </ul> <p>B: the admitted committed traffic (packets), sampled by us, into Our Satellite Network which are not impacted by:</p> <ul style="list-style-type: none"> <li>(i) the circumstances described in clause 12; or</li> <li>(ii) queuing of and/or blocking delays associated with the Bandwidth you have selected.</li> </ul>
Jitter	The monthly performance level target for Jitter for real time	Jitter is measured by averaging sample measurements taken by us, within Our Satellite Network during a calendar

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	<p>traffic is less than 20mSec.</p> <p>The monthly performance level target for Jitter target for other traffic is less than 100mSec.</p>	<p>month.</p> <p>All measurements and calculations will be made by us in accordance with what we consider industry standards which we will make available to you upon your written request.</p>
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13.2 The above performance levels are measured and monitored against two of our managed reference sites and not against individual customer sites.

### 14 SPECIAL MEANINGS

In this section Telstra Iterra IP Satellite section of Our Customer Terms:

**ABN** means Australian Business Number.

**Agreement** means the application form, or other agreement, entered into between you and us in relation to the Satellite Service.

**Applicable Standards** means:

- (a) the Australian Radiation Protection and Nuclear Safety Authority RPS No. 3, Standard for Maximum Exposure Levels to Radiofrequency Fields - 3 kHz to 300 GHz (2002); and
- (b) any other applicable standards we notify you of in writing from time to time.

**Approvals** means all licences, permits, authorisations, approvals and consents required in order to meet any Commonwealth, State, local government or other requirements in connection with the carrying out of the installation of the Equipment.

**Availability** means the average annual availability of the Satellite Service calculated and measured as set out in clause 13.1.

**Bandwidth** means satellite bandwidth which we supply in relation to the Satellite Service to be used exclusively with the Equipment.

**Business Day** means any day other than a Saturday, Sunday or recognised public holiday in the State where the Equipment is installed.

**Business Hours** means between 8.00am and 6.00pm on Business Days.

**Connecting Service** means:

- (a) a virtual private network which utilises a data carriage service approved by us; and
- (b) an MDN Service; or
- (c) any other service that we approve in writing from time to time,

on separate terms (including pricing) agreed between you and us.

**Coverage Area** means on the Australian mainland (including the State of Tasmania) and areas within the Australian coastal waters regions that we notify you of in writing (which may change from time to time (excluding any Australian External Territories).

## OUR CUSTOMER TERMS

### TELSTRA ITERRA IP SATELLITE

**Customer Equipment** means any equipment not supplied by us as part of the Satellite Service which may include any software, hardware, data and services such as telecommunications and network services, that are used to connect to or access the Satellite Service.

**Equipment** means the Purchased Equipment or Telstra Equipment set out in the Agreement.

**Fault** in relation to:

- (a) Equipment, means a fault that renders the Equipment inoperable; or
- (b) the Satellite Service, our failure to meet the performance level targets set out in clause 13.1, and excludes a fault in connection with the Connecting Service.

**Jitter** means the variance in the Round Trip Transit Delay between packets sampled by us and calculated and measured as set out in clause 13.1.

**Maintenance Services** means the maintenance services described in clause 10.2.

**MDN Service** means a Managed Data Network service supplied by us under the Managed Data Network Service section of Our Customer Terms.

**Mesh Network Topology** allows one remote Premises to communicate with another remote Premises without routing through a hub.

**Network Boundary** means the boundary defined by the physical interface on the Equipment which connects to the Customer Equipment.

**Our Satellite Network** means our network between the Network Boundary and our satellite network operations centre and does not include the Connecting Service.

**Pack Loss Ratio** means a monthly measure of the percentage of packets lost when traffic travels through Our Satellite Network, based on samples we take at our sole discretion, but does not include loss of packets due to circumstances described in clause 12 and operation of the Connecting Service and is calculated and measured as set out in clause 13.1.

**Premises** means any land, building, structure, vehicle or vessel which is owned, controlled, used, leased or occupied by you:

- (a) containing Equipment; or
- (b) to which we supply the IP Satellite Service.

**Purchased Equipment** means any equipment that you purchase from us as part of the Satellite Service as set out in the Agreement.

**Response Time** is the period commencing when a Fault reference number is allocated by our Service Desk and ending on the earlier of:

- (a) when we tell you that the Fault has been identified by remote diagnostics and that work has commenced to identify the Fault;
- (b) when we tell you that a visit to your Premises is required; and
- (c) when we attend your Premises to repair a Fault.



## OUR CUSTOMER TERMS

### TELSTRA ITERRA IP SATELLITE

**Restoration Time** is the period commencing when a Fault reference number is allocated by our Service Desk and ending on the earlier of:

- (a) when the Satellite Service meets the performance level targets set out in clause 13.1; and
- (b) when a temporary repair is performed which allows the Satellite Service to be used.

**Round Trip Transit Delay** means the time taken for a sample data packet, collected by us, to traverse two nodes (selected by us at our sole discretion) within Our Satellite Network, but does not include loss of packets due to circumstances described in clause 12 and operation of the Connecting Service and is calculated and measured as set out in clause 13.1.

**Satellite Service** has the meaning given in clause 2.2.

**Service Desk** has the meaning given in clause 11.5.

**Silver Support** means the support level described in clause 11.2.

**Site Specific Additional Costs** means costs incurred by us in connection with the following:

- (a) lack of access to any part of your Premises;
- (b) inclement weather, natural disasters or industrial action outside our control;
- (c) Premises specific requirements in relation to safety, inspection, quality and testing plans, and project management or site supervisors which are required to manage contractors;
- (d) adherence to any of your Premises protocols, inductions or training;
- (e) physical conditions encountered which could not have reasonably been anticipated at the time of quotation, including encountering hard ground or rock, or underground obstructions;
- (f) all additional mobilisations or demobilisations as a result of delays by you or reasons beyond our reasonable control;
- (g) any additional work or payments required to meet the requirements of any relevant authority or body (including any Approvals) or any heritage, native title or environmental issues relevant to the your Premises; and
- (h) if you request us to, working outside of Business Hours.

**Standard Support** means the support level described in clause 11.2.

**Telstra Equipment** means equipment that you rent from us as part of the Satellite Service as set out in the Agreement.

**Transportable Units** means Telstra Equipment deployed on a trailer.

**Your Inputs** means materials, information and facilities that we require you to provide or make available to us, by written notice or under the Agreement, including:

- (a) the items listed in the "Your Responsibility" section of the table in clause 9.3;
- (b) power source of a specification we nominate; and

storage and rack space for Equipment.