

# Service Terms

## Adaptive Networks Non-ANC

This section does not apply to Adaptive Networks services delivered and managed via Adaptive Networks Centre (ANC). You can find a copy of the applicable terms for Adaptive Networks here:

<https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/consumer/adaptive-networks.pdf> This section **only applies to Adaptive Networks Non-ANC** services delivered and managed on Telstra's legacy platforms and referred to as Adaptive Networks (Non-ANC).

### 1 ABOUT THIS DOCUMENT

#### Where this document fits into our agreement with you

1.1 Thank you for choosing Telstra. Our Digital Services Agreement (**Agreement**) with you is made up of the following parts:

| About the parts of this Agreement                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Overview</b>                                                                                                                                                                                                        | You sign this when you first agree to buy Services from us. It includes your key Agreement details.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Price Schedule</b>                                                                                                                                                                                                  | Outlines the prices and pricing conditions of the Services you buy from us.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Service Order</b>                                                                                                                                                                                                   | A record of the orders you've submitted to us, including changes you've requested to your Services that have incurred a charge.                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Data Protection Addendum (DPA)</b>                                                                                                                                                                                  | This part of the Agreement applies if the Services involve the processing of any personal data regulated by EU and/or UK data protection law or any other data protection law referenced in the DPA. You give us the right to process such personal data in a manner consistent with the applicable DPA. It supersedes any data processing addendum or agreement that you may have previously executed with us. You can find a copy of the DPA at <a href="http://www.telstra.com/DPA">http://www.telstra.com/DPA</a> |
| The following parts make up our standard form of agreement terms with our customers for the purposes of <u>Part 23 of the Telco Act</u> . We update these terms from time to time in line with our agreement with you. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  <b>Service Terms</b>                                                                                                               | This part of the Agreement contains specific conditions for each service you buy from us.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>These General Terms</b>                                                                                                                                                                                             | This part of the Agreement contains the conditions that apply to all our services, unless we agree otherwise with you.<br>They are available online at <a href="http://telstra.com/digitalterms">telstra.com/digitalterms</a> .                                                                                                                                                                                                                                                                                       |

1.2 If different parts of this Agreement are inconsistent, the part listed earlier in the table applies to the extent of the inconsistency.

#### Service Terms overview

1.3 This Service Terms document is made up of the following sections:

| About                                                     | Service Terms & Conditions                                                                                                                                     | Definitions                                             |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| This section helps to orientate you within the documents. | This section details the Service inclusions and features, the charges for the Services, critical obligations for the Service and the service management terms. | This section explains the meaning of capitalised words. |

1.4 The Service Terms & Conditions are divided into three Parts:

| Part A - Access services                                                                            | Part B - Network Services                                                              | Part C -Service Levels                                              |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| This Part describes the fibre access services your network connectivity services are supplied over. | This Part describes the network connectivity services you can provision at your sites. | This Part describes the service levels available for your Services. |
| <b>Telstra Fibre<br/>nbn™ Access</b>                                                                | <b>TID Premium Adapt<br/>TID Lite Adapt</b>                                            | <b>Standard Restoration and SLA Premium</b>                         |

|  |                          |  |
|--|--------------------------|--|
|  | <b>Business IP Adapt</b> |  |
|--|--------------------------|--|

1.5 Each Part is made of one or more of the following sections:

|                                                                                                                 |                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Service Summary</b></p> <p>This section gives an overview of Service inclusions and features.</p>         | <p><b>Charges</b></p> <p>This section describes the charges for the Service.</p>                                                                                                                                                                                     |
| <p><b>Conditions + Responsibilities</b></p> <p>This section describes critical obligations for the Service.</p> | <p><b>Service Management</b></p> <p>This section describes the management of the service.</p>                                                                                                                                                                        |
| <p><b>Add-Ons</b></p> <p>This section describes add-ons that are available with a Service.</p>                  | <p><b>Special terms</b></p> <p>This section describes special terms that apply to a service which are not covered by any of the other sections.</p> <p><a href="#">For example, the nbn Access Build terms in the nbn Access Service Terms &amp; Conditions.</a></p> |

# Service Terms & Conditions – Part A

## Access Services

## Telstra Fibre

### 2 SERVICE SUMMARY

#### What is Telstra Fibre

- 2.1 Telstra Fibre is an Access Service delivered using network infrastructure operated or managed by us that can be used to connect a customer site to a Network Service.

#### Service term

- 2.2 Unless otherwise stated in a separate agreement with us, your Telstra Fibre service commences when we notify you that the Telstra Fibre service and associated Network Service is available for use by you.
- 2.3 Telstra Fibre is provided on a month to month basis.

#### Cancellation

- 2.4 Without limiting any of our rights, we may immediately cancel your Telstra Fibre service if:
- (a) you fail to rectify any defect or inadequacy in a facility or equipment not owned or maintained by us after being requested to do so by us; or
  - (b) we are unable to enter the Premises to inspect, repair or maintain a Facility.
- 2.5 If a Telstra Fibre service expires or is terminated, we may at our choice, collect our equipment. If we do this, you must ensure that we have prompt access to your site for this collection.
- 2.6 If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our equipment.
- 2.7 If your Telstra Fibre service expires or is terminated, any associated Network Services will also be terminated.

### 3 CHARGES

#### List Prices

- 3.1 Unless otherwise agreed in writing, the charges for your Telstra Fibre service are published in Telstra Connect.
- 3.2 The table below sets out when monthly billing starts:

| Service                                          | Monthly Billing Commences                                                                                                                     |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Telstra Fibre                                    | from the date both the Telstra Fibre and Network Service are available for your use.                                                          |
| Telstra Fibre with Adaptive Connectivity Premium | upon activation of Adaptive Connectivity Premium – Rapid Activation service, as per your total subscribed bandwidth for your Network Service. |

- 3.3 The table below sets out when Adaptive Connectivity Premium charges apply:

| Mode             | Applicable Charges                                                                           |
|------------------|----------------------------------------------------------------------------------------------|
| Rapid Activation | Adaptive Connectivity Premium Add-On<br>Network Service Access Port                          |
| All other times  | Telstra Fibre service<br>Adaptive Connectivity Premium Add-On<br>Network Service Access Port |

#### Telstra Fibre Build Cancellation Charge

- 3.4 If building works are required to deliver a Fibre connection to your Premises (“**Telstra Fibre Build**”), we incur costs associated with assessing, designing, and delivering the Fibre connection to your Premises prior to the Telstra Fibre service being activated.
- 3.5 If the Telstra Fibre service is cancelled before we deliver the Telstra Fibre Access to your Premises, except in the circumstances set out in clauses 3.10 and 3.11, you must pay us an early termination charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to the applicable sum below (“**Telstra Fibre Build Cancellation Charge**”)
- 3.6 The Telstra Fibre Access Cancellation Charge is calculated as follows:

| Applicable phase          | Amount (ex GST) |
|---------------------------|-----------------|
| during the planning phase | \$750           |

|                                              |         |
|----------------------------------------------|---------|
| during the design phase                      | \$2,050 |
| during the build phase or pre-delivery phase | \$8,000 |

3.7 The applicable phase is determined by us (acting reasonably) at the time we cancel the relevant order with our third-party suppliers.

#### **Cancellation of Telstra Fibre Build**

3.8 We may cancel the Telstra Fibre Build (including any Add-Ons) and charge the Telstra Fibre Build Cancellation Charge if:

- (a) You cancel your order for the Telstra Fibre service requiring the Telstra Fibre Build (other than for our material breach) before we deliver the Fibre connection to your Premises; or
- (b) you have caused or contributed to:
  - (i) us not being able to secure access to the Premises to undertake the Telstra Fibre Build (after having made at least 3 attempts in good faith to do so); or
  - (ii) at least 20 Business Days of delay to the Telstra Fibre Build including your failure to or delay in obtaining all necessary consents and approvals for us to undertake the Telstra Fibre Access Build.

3.9 Clause 3.8(b) does not apply where the failure or delay is caused or contributed to by us. In the circumstances described in clause 3.8(b), we must also take reasonable steps to mitigate the costs and expenses incurred by us in connection with the failure or delay.

3.10 We may cancel your Telstra Fibre Build, but will not charge the Telstra Fibre Build Cancellation Charge, if our obligations to nbn co prevent us from building any Telstra fibre infrastructure required to supply your requested Telstra Fibre service.

3.11 We will not charge the Telstra Fibre Build Cancellation Charge if the Telstra Fibre Build is cancelled because:

- (a) you cancel for our material breach;
- (b) either party cancels because we have identified additional works which will incur additional costs and you do not accept a proposal by us to introduce or increase a Fibre Build Contribution; or
- (c) we agree with you that the costs of additional previously unidentified works are prohibitive and the Telstra Fibre service cannot progress; or
- (d) we cancel because we have been unable to, despite making all reasonable efforts, obtain any third-party land access consents that are required for us to be able to complete the Telstra Fibre Build.

#### **Who does the Telstra Fibre Build Cancellation Charge apply to?**

3.12 Clauses 3.4 to 3.11 only apply to Telstra Fibre services ordered on or after 8 December 2023.

## **4 TELSTRA FIBRE BUILD**

#### **Application of these build terms**

4.1 These Telstra Fibre Build terms apply if a Telstra Fibre Build is required to connect your Telstra Fibre service to your Premises.

4.2 We may require you to sign a separate enterprise works agreement relating to the Telstra Fibre Build. If so, that separate enterprise works agreement prevails over this clause 4 and clauses 3.4 to 3.11 to the extent of any inconsistency.

#### **Telstra Fibre Build Contribution**

4.3 You must pay the fibre build contribution amount for the Telstra Fibre Build (**Fibre Build Contribution** or **FBC**) (if any) set out in the application form for your enterprise works agreement with us.

4.4 Further additional charges may apply if additional works are required to connect your Telstra Fibre service which are beyond the scope of the Telstra Fibre Build and our standard delivery. We will confirm those charges to you when they arise.

#### **Who do the Telstra Fibre Build terms apply to?**

4.5 This clause 4 only applies to Telstra Fibre services ordered on or after 8 December 2023.

## **5 INCLUSIONS**

#### **Equipment**

5.1 We connect your existing cabling at your site to Telstra Fibre if it's been installed:

- (a) by a registered cabling service provider; and
- (b) to and continues to meet minimum technical requirements that ACMA determines from time to time.

5.2 We install equipment at your site as part of Telstra Fibre. Title in the equipment remains with us.

5.3 The standard location for our NTU at your site is the building communications room or the Main Distribution Frame room (**MDF Room**), where this exists. We deliver Telstra Fibre to this location.

5.4 For Telstra Fibre fully redundant connections:

- (a) we can choose to provide you with a separate NTU at an alternate location or equipment room at your site; and
- (b) you can ask us to provide you with a separate NTU at an alternative location at your site. If we agree to your request, you must pay us the additional cost of extending cabling beyond the standard service delivery point. We can confirm these charges on request.

- 5.5 For Telstra Fibre single uplink and dual access, you can ask to have an NTU provisioned on your own floor (for example, in your own communications room) or a location other than the building communications room. If we agree to your request, you must pay us the additional cabling charges, which we can confirm on request.
- 5.6 If there's a suitable NTU to provide Telstra Fibre in the communications room or MDF Room at your site but you ask us to terminate Telstra Fibre on a NTU located in another place at your site and we agree to your request, additional charges apply, which we can confirm on request. If you ask us to do this, you must do so at the time you order the relevant Telstra Fibre service.

#### **What do you get?**

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

#### **Types of connections that are available?**

- 5.10 The table below sets out the available connection types:

| Type            | Inclusions                                                                          |
|-----------------|-------------------------------------------------------------------------------------|
| Single Uplink   | an NTU;<br>a single fibre connection that terminates at an exchange.                |
| Dual Access     | (i) 2 NTUs;<br>(ii) a dual fibre connection that terminates at an exchange.         |
| Fully Redundant | (i) 2 NTUs; and<br>at least 2 fibre connections terminating at different exchanges. |

#### **What bandwidths are available?**

- 5.11 We'll agree with you the initial access bandwidth for your Telstra Fibre service.
- 5.12 The maximum rate carried on a port depends on the physical line rate of the interface and the subscribed access speed, and the subscribed service speed, at which the rate will be policed. The method we use to police this may vary and we can confirm this method on request.
- 5.13 Actual throughput may be lower than the chosen access bandwidth due to transmission protocol overheads and other network performance factors.
- 5.14 For Telstra Fibre single uplink, the access bandwidth is fixed full duplex. This means it is a symmetrical service so that you can send and receive data at the same rate.
- 5.15 You can ask us to change the access bandwidth for a site at any time.
- 5.16 You're responsible for all access bandwidth change requests sent to us, regardless of how they're communicated to us.
- 5.17 You must check that your access bandwidth change requests are completed. However, we won't charge you for any access bandwidth change requests that we haven't completed.

#### **What you must do**

- 5.18 To use Telstra Fibre, you must:
- (a) ensure that your equipment is compatible with Telstra Fibre and meets our technical, configuration and other requirements that we specify from time to time;
  - (b) provide and maintain the cable to connect the Telstra Fibre service from our Network Boundary to your equipment; and
  - (c) use equipment (including data terminal equipment) that complies with all relevant Australian Communications & Media Authority (**ACMA**) technical requirements for connection to a public switched data service and ACMA's data terminal equipment permit requirements.
- 5.19 Telstra Fibre isn't available to Telstra wholesale customers or for resale. You mustn't assign or resupply Telstra Fibre to anyone.
- 5.20 You must take proper care of our equipment and ensure:
- (a) it's not damaged, destroyed, lost or stolen, or modified (except by us); and
  - (b) its operating environment is maintained as we require from time to time, including in relation to operating voltage, humidity and temperature.
- 5.21 You must pay all reasonable costs we incur in connection with repairing, modifying, or altering our equipment, where we need to do so because of your equipment or anything you, or a party acting on your behalf (other than us), has done, except to the extent that event giving rise to the costs was caused or contributed to by us.
- 5.22 You must:
- (a) ensure our personnel are in a safe working environment when on your premises;

- (b) ensure your maintenance contact agreed with us (or their replacement as notified by you) is available for us to contact 24 hours a day, each day of the year;
  - (c) give us all reasonable assistance, cooperation, access, information, materials and facilities as we request from time to time in connection with us performing our obligations under this section or working at your site;
  - (d) obtain all third-party consents needed for us to use the facilities, sites and any materials requested by us to perform Telstra Fibre;
  - (e) give us floor plans showing power distribution and agreed equipment placement;
  - (f) provide us with a secure and lockable storage area for our equipment during installation and commissioning of Telstra Fibre; and
  - (g) ensure that we or our representatives are the only ones that carry out connections and disconnections to Telstra Fibre and our equipment.
- 5.23 If you fail to meet any of your obligations under this section:
- (a) we get an extension of time to reasonably reflect the effects of your failure; and
  - (b) you must promptly pay us any reasonable costs we incur that arise naturally (that is, according to the usual course of things) from the failure, including costs associated with down time and re-scheduling of resources (calculated on our then current time and material rates), except to the extent the failure was caused or contributed to by us. We must also take reasonable steps to mitigate our costs incurred in connection with such failure.
- 5.24 You must give us accurate equipment configurations so we can set up Telstra Fibre with compatible configurations. If fail to do this, you must pay all reasonable expenses we incur that arise naturally (that is, according the usual course of things) in connection with identifying any fault and reconfiguring your Telstra Fibre service as a result of your failure, except to the failure was caused or contributed to by us. We can confirm these expenses on request.
- 5.25 You must pay all reasonable costs and expenses we incur in replacing or repairing our equipment or other property that is damaged, destroyed or requires attention at any time as a result of:
- (a) connecting your or another person's equipment to our network; or
  - (b) any change to your or another person's equipment or interference by it with any of our property,
- except to the extent that the damage, destruction or other issue was caused or contributed to by us. We must also take reasonable steps to mitigate our costs and expenses incurred under this clause.

## 6 ADD-ONS

### Service changes

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

### Other work we do

- 6.2 The standard network connection charge for service activation includes work performed during Business Hours.
- 6.3 Additional charges apply for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract. We can confirm these additional charges on request.

### Adaptive Connectivity Premium - Rapid Activation and/or Mobile Backup

- 6.4 SIM cards: Your Adaptive Connectivity Premium SIM card will come pre-installed in the NTU device. You must not remove the SIM card from the device under any circumstances. Each SIM is provided for your Adaptive Connectivity Premium service only and must not be used in connection with any other plan, device, or service or for any other purpose, including for emergency calls. Your Adaptive Connectivity Premium SIM card will be locked to the NTU device and will only work with the associated Adaptive Network Connectivity service.
- 6.5 Data usage and notifications: Data allowance will be unlimited without speed caps but our FairPlay policy applies. Data will be monitored during the rapid activation period before the Telstra Fibre service is installed to ensure fair use policy is abided by. When the mobile link is acting as a backup, any fault with the Telstra Fibre service will trigger automatic investigation.
- 6.6 Telstra Mobile Network: Our Telstra Mobile Network is built from multiple generations of wireless mobile technologies with different coverages and spectrum. Please note that different generations can support different levels of services and traffic speeds. Adaptive Connectivity Premium will only work in areas with 4G LTE coverage. Signal strength is subject to environmental factors. Service Qualification will be performed to determine the expected service level at pre-sales stage and an additional signal boost device (e.g. YAGI antenna, Telstra-Go Indoor Signal Booster) may be recommended under certain circumstances. For further coverage details, please visit <https://www.telstra.com.au/coverage-networks/our-coverage>.
- 6.7 SLA: No SLAs for assurance apply to faults that occur with the Adaptive Connectivity Premium SIM card or associated mobile service.
- 6.8 Service bandwidths: Mobile bandwidth is best effort and will depend on situational factors. The maximum possible bandwidth during both Rapid Activation and/or Mobile Backup phases will be matched to the Telstra Fibre service that has

been ordered, up to 300 Mbps downstream and 50Mbps upstream. For Telstra Fibre services greater than 300Mbps, the maximum possible bandwidth when in Rapid Activation and Mobile Backup mode will still be 300Mbps. There is no guaranteed minimum bandwidth.

- 6.9 **On site activation:** A technician will be required to install the Rapid Activation service. We aim, but do not commit, to contact you to organise a technician site visit within the following times of order entry for scenarios which have passed pre-sales wireless service qualification requirements in the following areas:

| Metro Areas        | Regional Areas      |
|--------------------|---------------------|
| 9-15 Business Days | 12-18 Business Days |

- 6.10 Service Activation targets are:
- (a) measured from when you submit complete and correct order information to when the Network Service is activated using the mobile network;
  - (b) subject to you being available on site for service activation when required by us.
- 6.11 If your order is project managed, delivery times may differ. Your project manager can advise of your service activation date.
- 6.12 Where an additional signal boost device is required, delays will occur in activating the Rapid Activation service.
- 6.13 The hardware (NTU) required to support the service will be installed in the pre-agreed location. It is expected that a speed test has been carried out with a Telstra SIM in this exact location before the order has been placed and you are comfortable with speeds that can be reached. We do not take any responsibility for sub-optimal speeds that were not picked up during the pre-order process. Options to enhance the mobile coverage and signal in a particular area are offered as add-ons to the Adaptive Connectivity Premium service.
- 6.14 Ownership of the NTU and any additional equipment that is required remains our property.

#### FairPlay Policy

- 6.15 Our FairPlay policy is intended to ensure that our customers do not use our mobile network in an excessive, unreasonable or fraudulent manner, or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services.
- 6.16 You must not resell or commercially exploit any of our mobile services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale.
- 6.17 You may not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider.
- 6.18 You can only use a SIM card that we provide you with the NTU device that has been provided as part of the service for use on our networks. You can only use a SIM card with the class of device that matches its corresponding service.
- 6.19 You must not use, or allow others to use any part of your Adaptive Connectivity Premium –solution):
- (a) as a point of interconnect for calls from overseas into Australia;
  - (b) in connection with any machine-to-machine or internet-of-things applications (i.e. any automated telemetry, telematics or telematics application which links two or more systems or devices with a mobile data connection);
  - (c) to establish any point-to-point connections with another modem; or
  - (d) to send messages to any numbers that we reasonably believe have been set up to enable you or another person to commercially exploit our services.
- 6.20 You must ensure that your end users comply with this FairPlay policy.
- 6.21 If we reasonably believe you are in breach of our FairPlay policy, we may suspend or cancel the Rapid Activation service immediately.

## 7 SERVICE MANAGEMENT

### Service availability

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

|                                                  | Single Uplink | Dual Access | Fully Redundant |
|--------------------------------------------------|---------------|-------------|-----------------|
| Telstra Fibre                                    | 99.95%        | 99.97%      | 99.995%         |
| Adaptive Connectivity Premium - Rapid Activation | 99.96%        | N/A         | N/A             |

- 7.2 Availability is calculated using the following formula:

$$\text{Service availability} = \{[(\text{HPY} - \text{POY}) - \text{OT}] / (\text{HPY} - \text{POY})\} \times 100\}$$

where:

HPY = the number of hours in the relevant year.

OT = the number of outage hours for the Telstra Fibre Service in the relevant year.

POY = the number of hours in the planned outage period in the relevant year.

### **Standard Restoration**

- 7.3 Your monthly bandwidth access charge includes maintenance up to our Network Boundary and, where applicable, of the NTU only. Maintenance of any cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.
- 7.4 The standard target response and repair times only apply to service faults within our maintenance responsibilities. Details of the applicable response and restoration targets for your Telstra Fibre service are set out in Part D – Service Levels.

### **SLA Premium**

- 7.5 You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study and the terms and conditions set out in Part D – Service Levels.

### **Adaptive Connectivity Premium proactive ticketing**

- 7.6 If you have an Adaptive Connectivity Premium service operating in Mobile Backup mode because a fault has occurred with the Telstra Fibre service, a ticket will be raised internally to investigate and restore the Telstra Fibre service in line with existing restoration SLAs. SLAs will not change.

### **Temporary repairs**

- 7.7 Sometimes, we do temporary repairs so you can use Telstra Fibre before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.
- 7.8 We prioritise repairing major faults that affect several customers. If a major fault occurs, we may not meet our targets to you for repairing Telstra Fibre.

### **Third party faults**

- 7.9 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we're not responsible for failing to meet our obligations in relation to Telstra Fibre for incidents or faults caused or contributed to by the following **(Third Party Faults)**:
- (a) except to the extent caused or contributed to by our (or our contractors') negligence or breach of Our Customer Terms,
  - (b) you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of any equipment used to support Telstra Fibre);
  - (c) the cutting of cable or fibre which affects your Telstra Fibre service;
  - (d) equipment we didn't supply as part of Telstra Fibre; or
  - (e) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or
  - (f) any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).
- 7.10 If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.

### **Service appointment times**

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

## 8 SERVICE SUMMARY

### What is nbn Access

- 8.1 nbn Access is an Access Service delivered over the nbn network that can be used to connect a customer site to a network service (e.g. TID Adapt or BIP Adapt).
- 8.2 Clause 9 (**Services on the nbn**) of the Adaptive Networks Service Terms also applies to your nbn Access service.
- 8.3 You must not assign or resupply the nbn Access services to anyone.

### Types of nbn Access

|                                       | nbn TC4                                       | nbn TC2                  | nbn Smart Places TC4 | nbn Smart Places TC2 | nbn Enterprise Ethernet – High CoS | nbn Enterprise Ethernet – Low CoS |
|---------------------------------------|-----------------------------------------------|--------------------------|----------------------|----------------------|------------------------------------|-----------------------------------|
| <b>Network Technology</b>             | FTTP, FTTN, FTTB, HFC, FTTC or Fixed Wireless | FTTP, FTTN, FTTB or FTTC | FTTP                 | FTTP                 | nbn Enterprise Ethernet network    |                                   |
| <b>Traffic Class/Class of Service</b> | 4                                             | 2                        | 4                    | 2                    | High                               | Low                               |
| <b>Information Rate</b>               | Peak                                          | Committed                | Peak                 | Committed            | Committed                          | Peak                              |
| <b>Contention</b>                     | Contended                                     | Uncontended              | Contended            | Uncontended          | Uncontended                        | Contended                         |
| <b>Speeds</b>                         | Asymmetrical                                  | Symmetrical              | Asymmetrical         | Symmetrical          | Symmetrical                        | Symmetrical                       |

- **Asymmetrical** means higher download speeds than upload speeds and **Symmetrical** means the same upload and download speeds.
  - **Peak** information rate means that the access bandwidth experienced will vary at any particular time and may be significantly lower than the access bandwidth for your plan.
  - **Committed** information rate means the level of data throughput for which data frames are delivered according to the performance objectives of the applicable traffic class, as published by nbn co. The data throughput is also affected by the performance objectives of the particular Telstra network service used with the nbn Access service.
  - **Uncontended** means that the service is designed to have enough capacity for the access bandwidth not to be affected by the number of other end users connected on the nbn network at the same time.
  - **Contended** means that the throughput you experience may vary depending on the number of end users connected at the same time and the associated line transmission rates of those users. You may not always get your subscribed bandwidth as this is dependent on the traffic load in the network. We deliver these contended asymmetrical/symmetrical as a best efforts service, with no guarantee on the peak speeds achievable.
- 8.4 The nbn Enterprise Ethernet services are intended for use by end users for medium business, enterprise and government grade purposes within a single Premises only. You must ensure that your nbn Enterprise Ethernet service is not used for the purpose of supplying broadband services to:
- (a) Premises other than to the Premises in respect of which the service has been ordered; or
  - (b) multiple Premises within multi-Premises sites, such as different tenants in a multi-tenancy office building.

## 9 Other factors affecting speed on nbn Access services

- 9.1 We'll agree with you the initial access bandwidth for your nbn Access service.
- 9.2 The access bandwidth is the nominal data throughput rate limit for your nbn Access Service. Apart from the factors discussed in clause 8, actual throughput depends on a variety of other factors, including:
- (a) that the transmission protocol uses some of the access bandwidth to manage the data transmission;
  - (b) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead; and
  - (c) the capability and settings of equipment and systems used by the sender and the recipient of the data transfer including router configuration.
- 9.3 Your nbn Access service can never go faster than the maximum line speed achievable at the Premises. Factors affecting your maximum line speed depend on the technology type that nbn co makes available at the Premises.
- 9.4 The maximum line speed is affected by factors including:

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| Factor                                                                                                                                                                 | Technology Type         |      |      |                |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------|------|----------------|-------------------------|
|                                                                                                                                                                        | FTTP (inc Smart Places) | FTTN | FTTB | Fixed Wireless | nbn Enterprise Ethernet |
| The length, attenuation and quality of the copper line from the Premises to the node, including corrosion and joint quality                                            |                         | ✓    | ✓    |                |                         |
| The quality and layout of in-Premises cabling (i.e. beyond the Network Boundary Point)                                                                                 | ✓                       | ✓    | ✓    |                | ✓                       |
| Internal and external electrical interference, including Co-existence                                                                                                  |                         | ✓    | ✓    |                |                         |
| Weather conditions, including heavy rain                                                                                                                               |                         | ✓    |      | ✓              |                         |
| Whether your service has been placed into Repair Profile or is under Remediation by nbn co                                                                             |                         | ✓    | ✓    |                |                         |
| The quality of the MDF                                                                                                                                                 | ✓                       |      | ✓    |                | ✓                       |
| The signal reception, including any interference with in-building cabling or pre-existing lead-in length                                                               |                         |      |      | ✓              |                         |
| Whether multiple nbn Fixed Wireless Access Services are provided over a single nbn NTD. If so, the access bandwidth of each service may not be achieved simultaneously |                         |      |      | ✓              |                         |
| Line-of-sight interference                                                                                                                                             |                         |      |      | ✓              |                         |
| Other wireless signals                                                                                                                                                 |                         |      |      | ✓              |                         |
| Interference caused by the equipment or network of any third party                                                                                                     | ✓                       |      |      |                | ✓                       |
| The maximum aggregate through-put of the B-NTD can affect the ability of multiple services supplied using the same B-NTD to achieve maximum throughput simultaneously  |                         |      |      |                | ✓                       |

9.5 TC4 wired and wireless are delivered as contended services to perform as best efforts.

9.6 Co-existence occurs when both ADSL and (VDSL2) nbn services are present in the same area at the same time. Co-existence reduces the access bandwidth of the VDSL2 nbn Access service. The following access bandwidths are considered acceptable during Co-existence:

- (a) FTTB - 25M/5M
- (b) FTTN - 12M/1M

#### Service term

9.7 Unless otherwise stated in a separate agreement with us, your nbn Access service commences when we notify you that the nbn Access service and associated network service is available for use by you.

9.8 nbn Access is provided on a month to month basis.

#### Cancellation

9.9 Without limiting any of our rights, we may immediately cancel your nbn Access service if:

- (a) you fail to rectify any defect or inadequacy in a facility or equipment not owned or maintained by us after being requested to do so by us; or
- (b) we are unable to enter the Premises to inspect, repair or maintain a Facility.

9.10 If a nbn Access service expires or is terminated, we may at our choice, collect our equipment. If we do this, you must ensure that we have prompt access to your site for this collection.

9.11 If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our equipment.

9.12 If your nbn Access service expires or is terminated, any associated network services will also be terminated.

## 10 CHARGES

### List Prices

- 10.1 Unless otherwise agreed in writing, the charges for your nbn Access service are published in Telstra Connect.
- 10.2 Your monthly charges for the nbn Access service start from the date both the nbn Access service and network service are available for your use.

### nbn co installation charges

- 10.3 nbn co may charge us additional charges relating to your installation which we will notify to you before doing the work and then will bill to you.
- 10.4 The additional charges currently include the following, which we may update from time to time:

|                                 |                                                                                                                                        |                                   |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>New development charge</b>   | For nbn TC2 and nbn TC4:<br>If the Premises is in a new development and not already connected to the nbn network                       | \$272.27 (excl. GST)              |
| <b>Spare copper pair charge</b> | If a spare copper pair (inactive in place copper pair) is used at a FTTN or FTTB premises as part of the transition to the nbn network | \$270 (excl. GST) per copper pair |

### Fault reporting charges

- 10.5 We may charge you the following additional charges:

|                             |             |                     |
|-----------------------------|-------------|---------------------|
| <b>Calling nbn helpdesk</b> | Per call    | \$50 (excl. GST)    |
| <b>Incorrect callout</b>    | Per callout | \$95.45 (excl. GST) |

### nbn Access Build Cancellation Charge

- 10.6 If the nbn Access Build is cancelled, except in the circumstances set out in clause 10.7 you must pay us an early termination charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to:
- (a) the nbn Access Build Cancellation Charge if the cancellation occurs before nbn co delivers the nbn Access Build to Telstra; and
  - (b) the full amount of the FBC if the nbn Access Build is cancelled at any time after the nbn build phase commences.
- 10.7 We will not charge the nbn Access Build Cancellation Charge or the FBC if the nbn Access Build is cancelled in the following circumstances:
- (a) you cancel for our material breach;
  - (b) either party cancels because you do not accept our proposed FBC Amendment under clause 12.7(b); or
  - (c) we cancel under clause 12.23.
- 10.8 The **nbn Access Build Cancellation Charge** is calculated as the nbn cancellation charge (see table below) plus any other costs reasonably incurred by us up to the date of cancellation (including any nbn feasibility charges and our project management costs):

| <b>nbn cancellation charge</b> | <b>Applicable phase</b>                          | <b>Amount (ex GST)</b> |
|--------------------------------|--------------------------------------------------|------------------------|
|                                | during the nbn planning phase                    | \$750                  |
|                                | during the nbn design phase                      | \$2,050                |
|                                | during the nbn build phase or pre-delivery phase | \$8,000                |

- 10.9 The applicable phase is as determined by nbn co at the time Telstra cancels the relevant order with nbn co.
- 10.10 You agree that the nbn Access Build Cancellation Charge is a genuine pre-estimate of our costs.

## 11 CONDITIONS AND RESPONSIBILITIES

### Connecting the nbn Access service

- 11.1 The availability of the nbn TC4, nbn Smart Places TC4, nbn TC2 and nbn Smart Places TC2 access services and their access bandwidth options depends on a number of factors including:
- (a) whether the nbn network has been rolled out and is ready for service for the Premises;
  - (b) the technology type that nbn co limited makes available at the Premises; and
  - (c) the maximum line speed achievable at the Premises.
- 11.2 At the time of your application, we will perform a service qualification for the Premises to assess availability and feasibility of the nbn Access services and access bandwidth options for the Premises. If we indicate a maximum line speed for the

Premises during service qualification, that speed is an indicative estimate only and you must not rely on it as an accurate measure of the line speed that might be actually experienced at the Premises.

11.3 The nbn Enterprise Ethernet service is currently only available if we offer to supply this service to you.

11.4 If:

- (a) you apply for a FTTN or FTTB nbn TC2 service;
  - (b) the service qualification indicates a low maximum line speed at the Premises;
  - (c) we notify you that nbn co will attempt to improve the maximum line speed (Remediation); and
  - (d) you choose to proceed with your order,
- then during Remediation,
- (e) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will provide your nbn TC2 service on a 'best efforts' basis only and your experienced speed may be significantly less than the access bandwidth for your plan; and
  - (f) you will need to continue paying the standard access charges.

11.5 You may experience outages or loss of service when moving from your existing service to a nbn Access service. We will use our reasonable endeavours to advise you if that is likely and how long the interruptions or outages might be.

11.6 If anyone else owns or uses or is the account holder for fixed line services delivered via an existing HFC cable service at the Premises or premises neighbouring the Premises, you will need to seek approval from them for the installation of an HFC nbn Access service prior to the installation, including consent that their access to the existing service may be momentarily lost during the installation.

11.7 You must pay all reasonable costs and expenses we incur and reimburse us for any loss or damage we incur arising naturally (that is, according to the usual course of things) from your failure to comply with clause 11.6, except to the extent that the failure was caused or contributed to by us. We must also take reasonable steps to mitigate the costs, expenses, loss or damage incurred by us under this clause.

11.8 Your FTTC nbn Access service or your nbn Enterprise Ethernet service may be temporarily interrupted where nbn co performs any installation, activation or relocation work or incidental activities (including for other premises or services) which affect any nbn infrastructure or equipment that supplies your nbn Access service.

#### **Cabling and Equipment**

11.9 Connection charges for your Telstra network service include installing and testing cabling to the Network Boundary Point but excludes any fibre build costs if an nbn Access Build or any other network extension works are required to connect to your Premises.

11.10 To apply for and continue to use your nbn Access service, you must at all times and at your cost provide and maintain cabling to connect the nbn Access service from the Network Boundary Point to your equipment.

11.11 If you request and we agree, we can provide and install cabling beyond the Network Boundary Point to your site for additional charges. You are responsible for ongoing maintenance of any cabling beyond the Network Boundary Point even if we had provided or installed it.

11.12 We will connect your own existing cabling to the nbn Access service if:

- (a) it has been installed by a registered cabling service provider; and
- (b) it has been installed to and continues to meet minimum technical requirements determined by ACMA from time to time.

11.13 For HFC nbn Access services, if you do not have pre-existing HFC lead-in cable which is serviceable, nbn co limited will install new HFC lead-in cable either aerially or through new or existing lead-in conduit. Where a new HFC lead-in cable is required, you are responsible for providing suitable trenching and conduit or the erection of poles (including clearing, digging and reinstatement of land) between the property entry point and the building entry point.

#### **Our Equipment**

11.14 Title in any equipment that we install at your site as part of the nbn Access service (such as a Telstra NTU where provided) (**our equipment**) does not pass to you unless you have purchased and paid in full for the equipment.

11.15 You must ensure that we or our contractors can access our equipment installed at the Premises at any time we reasonably ask to.

11.16 You must at all times, take proper care of our equipment and ensure:

- (a) it's not damaged, destroyed, lost or stolen, or modified (except by us); and
- (b) its operating environment is maintained as we require from time to time, including in relation to operating voltage, humidity and temperature.

11.17 You must pay all reasonable costs we incur in connection with repairing, modifying, or altering our equipment, where we are required to do so because of your equipment or anything you, or a party acting on your behalf (other than us), has done, except to the extent that our requirement to repair, modify or alter the equipment was caused or contributed to by us.

11.18 Where we include a Telstra NTU to connect your nbn Access service:

- (a) You will need to provide a secure and dry environment for the Telstra NTU within 1 metre of 240V mains power and with any other technical requirements as notified by us. The standard location for the Telstra NTU is at or near the Network Boundary Point. You can ask us to install the Telstra NTU at an alternative location (for example, in your own communications room on your own floor) and if we agree to your request, you will need to pay us additional cabling costs, which we can confirm on request. If your Telstra NTU is not located at the Network Boundary Point, you are responsible for maintenance of any cabling between the Network Boundary Point and the Telstra NTU.

- (b) For private network solutions (IPVPNs) such as Business IP Adapt services, we will need a management link to your private network and may need an IP subnet within your user network to monitor operation of the Telstra NTU.

#### **nbn network terminating devices**

- 11.19 Where a nbn NTD or nbn NCD is used to connect an nbn TC4 or nbn TC2 service, the terms relating to the nbn NTD and nbn NCD in Clause 9 (**Services on the nbn**) of the Adaptive Networks Service Terms apply.
- 11.20 The same B-NTD for nbn Enterprise Ethernet services can be used by nbn co to connect multiple services to you and to other users. In accordance with clause 2.2(d) of Clause 9 (**Services on the nbn**) of the Adaptive Networks Service Terms, you must not remove, replace or interfere with the SFP on a B-NTD.
- 11.21 Where an nbn SFP-NTD is used to connect an nbn Smart Places TC4 or nbn Smart Places TC2 service, the terms relating to the nbn NTD and nbn NCD in Clause 9 (**Services on the nbn**) of the Adaptive Networks Service Terms apply.
- 11.22 For nbn Smart Places Access Services, you must ensure the SFP-NTD is installed in a waterproof enclosure which is lockable and only accessible by authorised personnel.

#### **Your equipment**

- 11.23 To apply for and continue to use an nbn Access service, you must ensure at all times and at your cost that any equipment (other than our equipment) used with the nbn Access service meets our technical and other requirements that we specify from time to time for compatibility to the nbn Access service, including:
  - (a) all relevant ACMA technical requirements for connection to a public switched data service; and
  - (b) any applicable nbn co limited requirements as updated from time to time by nbn co, which are available at <http://www.nbnco.com.au/>.
- 11.24 If you connect any equipment directly to a FTTB or FTTN nbn Access service (i.e. not through a Telstra NTU) and such terminating equipment is not managed by us, it will not be registered with nbn co and that may limit our ability to monitor or repair faults on your nbn Access service.
- 11.25 We can at any time request that you demonstrate your compliance with clause 11.23. If your equipment is found to be non-compliant, we may, in addition to our other rights, reduce the speed of the service, suspend or cancel your service. Where we cancel your service as a result of your equipment being non-compliant, we may charge you the applicable early termination charge.
- 11.26 You must give us accurate equipment configurations so we can set up your nbn Access service with compatible configurations. If you don't do this, you must pay all expenses we incur in connection with identifying any fault and reconfiguring your nbn Access service. We can confirm these expenses on request.
- 11.27 You must pay us any reasonable costs and expenses we incur in replacing or repairing any plant, equipment or other property that is damaged or destroyed at any time as a result of:
  - (a) equipment that you or your end users provide; or
  - (b) any change to or interference by such equipment with any property,except to the extent the damage or destruction of such plant, equipment or other property was caused or contributed to by us.
- 11.28 The nbn Access service, and any equipment that we or nbn co limited install, do not support extensions to buildings which are outside the Premises in which we or nbn co limited installed the equipment.

#### **Direct claims against nbn co**

- 11.29 Subject to clause 11.30, to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which you may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law and the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against nbn co, its Related Bodies Corporate or any of their respective Personnel in connection with:
  - (a) the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any nbn Access services;
  - (b) the design and installation of any infrastructure required for the nbn network to be made available to nbn co's customers at the Premises.
- 11.30 Clause 11.29 does not apply to a claim by you for loss or damage suffered or incurred by you arising from or in connection with:
  - (a) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by nbn co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
  - (b) the death or personal injury of any person to the extent caused or contributed to by negligent or wilful acts or omissions of nbn co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
  - (c) the death or personal injury of any person to the extent caused or contributed to by any equipment or network owned, operated or controlled by nbn co.
- 11.31 We may assign the benefit of clauses 11.29 to 11.32 to nbn co or its nominee without consent or, to the extent that consent is required, you hereby give that consent.
- 11.32 Clause 11.29 to 11.32 survive expiry or termination of our agreement with you.

## 12 nbn Access Build

### Application of these build terms

- 12.1 These nbn Access Build terms apply if an nbn Access Build is required to connect your nbn Access service to your Premises.
- 12.2 We may require you to sign a separate enterprise works agreement relating to the nbn Access Build. If so, that separate enterprise works agreement prevails over this clause 12 to the extent of any inconsistency.

### nbn Access Build contribution

- 12.3 You must pay the fibre build contribution amount for the nbn Access Build (FBC) (if any) set out in the application form for enterprise works agreement with us.
- 12.4 Further additional charges may apply if additional works are required to connect your nbn Access service which are beyond the scope of the nbn Access Build and our standard delivery. We will confirm those charges to you when they arise.

### FBC Amendment

- 12.5 You acknowledge that nbn co may amend or introduce the contribution charge which nbn co will charge Telstra for the nbn Access Build at any time up to the start of the nbn build phase. If this occurs, we will notify you of the new or amended FBC which we will charge you (**FBC Amendment**).
- 12.6 If you accept the FBC Amendment, this is effective to vary your FBC.
- 12.7 If you do not accept the FBC Amendment by the deadline(s) stated on the FBC Amendment notice:
- (a) the estimated delivery timing of the nbn Access Build may be delayed as we may need to place a new order with nbn co; and
  - (b) either party may cancel the nbn Access Build.

### Access to premises

- 12.8 We or nbn co may require access to a premises for any of these purposes (**Permitted Activities**):
- (a) perform the nbn Access Build;
  - (b) undertake a site feasibility assessment regarding the availability of an nbn Access Build;
  - (c) Inspection, Maintenance or Installation (as those terms are defined in the Act) and the inspection, installation, operation, maintenance, repair, upgrade, swap out, replacement or removal (as those terms are ordinarily used) of the nbn Access Build Facilities; or
  - (d) exercise any rights or perform any obligations of us or nbn co under our agreement with you.
- 12.9 You must give us and nbn co safe and timely access (including immediate access in the case of an Emergency) to any premises owned, controlled or occupied by you to carry out the Permitted Activities for so long as:
- (a) you own, control or occupy the relevant premises; and
  - (b) you have a contract with us for the supply of a product or service which relies on an nbn product as an input.
- 12.10 You must provide to us and nbn co all requested information reasonably necessary and all reasonable assistance to enable us and nbn co to facilitate access to your Premises and related sites in relation to the Permitted Activities. This includes contact person, site owner, occupier or manager details and any induction, health, safety or security clearance requirements. You consent to us providing this information to nbn co for the purposes of undertaking the Permitted Activities.
- 12.11 You must obtain, at your cost, all consents and approvals required for us and nbn co to access the Premises for the purposes of the Permitted Activities. This includes any environmental regulatory requirements, Native Title and Aboriginal Heritage claims or requirements.
- 12.12 To the fullest extent possible, we and nbn co will carry out the Permitted Activities in reliance on our and nbn co's powers and immunities contained in Schedule 3 of the Act. Nothing in our agreement with you affects, restricts, limits or derogates from our rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- 12.13 Where we or our Personnel are required by the Act to give you and/or a third party a notice in relation to the exercise of our power to inspect land, to install a low impact facility, or to maintain a facility (as defined in the Act), including the nbn Access Build and the Permitted Activities:
- (a) you waive your right to be given such notice and object to an activity which would have been the subject of a notice if not for the operation of this clause; and
  - (b) you agree to obtain from any such third party a waiver of their right to be given such notice and to object to an activity which would have been the subject of a notice if not for the operation of this clause.
- 12.14 If you delay or fail to provide or procure the access, consents, approvals and waivers in accordance with this section, then until such time as these are provided:
- (a) we are relieved of any obligations to you to carry out the Permitted Activities or provide your service, unless at our discretion we elect to carry out and/or satisfy such obligations; and
  - (b) we may suspend the operation of any nbn Access Build Facility.

### Health and safety

- 12.15 In the Build Area, our or our Personnel's health and safety policies, procedures and directions (as updated from time to time) will apply exclusively and your and your Personnel's health and safety policies, procedures and directions will not apply.

- 12.16 When outside the Build Area, we will comply with, and take reasonable steps to ensure our Personnel comply with reasonable health and safety policies, procedures or directions which you notify to us provided that:
- (a) you give us as much notice as feasible in the circumstances; and
  - (b) they do not conflict with our or our Personnel's policies, procedures or directions or impede our or our Personnel's ability to comply with Health and Safety Laws or perform our obligations under our agreement with you.
- 12.17 You agree to:
- (a) provide us and our Personnel with all information within your exclusive knowledge that may give rise to health and safety risks in the Build Area or whilst undertaking the Permitted Activities;
  - (b) provide us and our Personnel with reasonable information on request to enable compliance with Health and Safety Laws;
  - (c) notify us of Health and Safety Incidents you become aware of that occur in the Build Area or relate to the Permitted Activities; and
  - (d) ensure that your Personnel comply with any directions provided by us and our Personnel with respect to access to the Build Area or compliance with Health and Safety Laws.

#### **Preparing your site**

- 12.18 You are responsible for preparing your site for the nbn Access Build in accordance with the requirements we notify to you. This includes the following requirements, which we may update from time to time:

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rack Mount       | <p>A 19" or 21" rack with reliable DC or AC power within one (1) metre of the proposed B-NTD/Power Supply Unit (PSU) location</p> <p>At least three (3) Rack Units of Space (3RU) of space within the rack</p> <p>An earth point for the B-NTD within the rack where the B-NTD is installed, in accordance with AS/NZS 3000 as amended from time to time</p>                                                    |
| Wall Mount       | <p>Sufficient space for the wall mount solution and clearances</p> <p>Provision of reliable AC power – General Power Outlets(s) (GPO) within one (1) metre of the B-NTD/PSU)</p> <p>An earth point for the B-NTD within 10m of a wall mount location, in accordance with AS/NZS 3000 as amended from time to time</p>                                                                                           |
| nbn Smart Places | <p>A waterproof and lockable cabinet as required by clause 11.22.</p> <p>Any conduit installed must be a minimum size of at least P20.</p> <p>The SFP-NTD cannot utilise main or other dedicated power sources. It must be powered by your compatible connecting equipment. You must ensure, in accordance with clause 11.23, that the connecting equipment you supply at the Smart Location is compatible.</p> |

#### **Ownership of infrastructure**

- 12.19 You do not obtain any right, title or interest (whether legal, equitable or statutory) in any part of the nbn Access Build Facilities.
- 12.20 You must not do any of the following acts, and must take reasonable precautions to ensure that a third party does not do any of the following acts:
- (a) interfere with the Permitted Activities;
  - (b) alter, damage (excluding fair wear and tear), interfere with, repair or attempt to repair the nbn Access Build Facilities in any way; or
  - (c) store or use inflammable or other dangerous substances in or near the nbn Access Build Facilities.
- 12.21 You must pay us any reasonable costs we incur that arise naturally (that is, according to the usual course of things) from your breach of clause 12.20, except to the extent that we caused or contributed to your breach of clause 12.20. We must also take reasonable steps to mitigate our costs incurred under this clause.

#### **Cancellation of nbn Access Build**

- 12.22 We may cancel the nbn Access Build and charge the nbn Cancellation Charge if:
- (a) you cancel your order for the nbn Enterprise Ethernet service requiring the nbn Access Build;
  - (b) we or nbn co have been unable to secure access to the Premises in good faith to undertake the nbn Access Build after 3 attempts; or
  - (c) there has been at least 20 Business Days of delay to the nbn Access Build which are fully or partly caused or contributed to by a Customer Event, including your failure or delay to obtain all necessary consents and Approvals for us and nbn co to undertake the nbn Access Build.
- 12.23 We may also cancel the nbn Access Build if an agreement or order between nbn co and us that is required for us to provide the nbn Access Build, is terminated or cancelled for any reason.

## 13 SERVICE MANAGEMENT

### Service Outages

- 13.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise successful data transmission at all times when using the nbn Access Service. Temporary interruptions and packet loss may occur from time to time, including due to scheduled and unscheduled outages in the nbn network or power outages. We will endeavour to advise you of scheduled outages in the nbn network.

### Standard Restoration

- 13.2 Your monthly access charge includes maintenance up to the Network Boundary Point and, where applicable, on the Telstra NTU. Maintenance of any cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.
- 13.3 The standard target response and repair times only apply to service faults within our maintenance responsibilities.

### SLA Premium

- 13.4 You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study.

### Fault reporting

- 13.5 You can report the details of a suspected fault to our Corporate Service Centre on telephone number 132 255 (or such other numbers as we tell you). We calculate our response time from when a valid service fault report is received by us.
- 13.6 You should not report suspected faults directly to nbn co. If you do, nbn co may charge us for the service call which we may bill to you.
- 13.7 If nbn co attends your site to repair a fault you have reported but determines that there is no fault with your nbn Access service (i.e. the fault is in your equipment), nbn may charge us an incorrect call out charge which we may bill to you.
- 13.8 Details of the applicable charges are set out in clause 10.5.

### Third party faults

- 13.9 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we're not responsible for failing to meet our obligations in relation to nbn Access for incidents or faults caused or contributed to by the following **(Third Party Faults)**:
- (a) except to the extent caused or contributed to by our (or our contractors') negligence or breach of Our Customer Terms,
    - (i) you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of any equipment used to support nbn Access);
    - (ii) the cutting of cable or fibre which affects your nbn Access service;
    - (iii) equipment we didn't supply as part of nbn Access; or
    - (iv) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or
  - (b) any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightning, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).
- 13.10 If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.

### Service appointment times

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

# Service Terms & Conditions – Part B

## Network Services

### Telstra Internet Direct (TID) Adapt

#### 14 SERVICE SUMMARY

##### What is Telstra Internet Direct Adapt?

14.1 Telstra Internet Direct Adapt (**TID Adapt**) includes:

- (a) Telstra Internet Direct Premium Adapt (**TID Premium Adapt**) – a committed information rate connection, which means you will get your subscribed bandwidth; and
- (b) Telstra Internet Direct Lite Adapt (**TID Lite Adapt**) – a peak information rate connection, which means the throughput you experience may vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you may not always get your subscribed bandwidth as this is dependent on the traffic load in our network.

Which each connect to the Internet via our points of presence around Australia.

##### Service term

14.2 Your TID Adapt service commences when we first supply both the Telstra Internet Direct Adapt service and an Access Service to you.

14.3 TID Adapt is provided on a month to month basis.

##### Availability

14.4 From 30 September 2026, TID Premium Adapt and TID Lite Adapt will no longer be available for purchase by new customers except as otherwise expressly agreed by Telstra in writing.

14.5 Existing customers can continue to use TID Premium Adapt and TID Lite Adapt until further notice.

##### Cancellation

14.6 If your Access Service is cancelled, your TID Adapt service will also be cancelled, with effect from the date of cancellation of your Access Service.

#### 15 CHARGES

##### List Prices

15.1 Unless otherwise agreed in writing, the charges for your TID Adapt service are published in Telstra Connect.

#### 16 INCLUSIONS

##### Access Services

16.1 In order to make use of a TID Adapt service, you will need to have an approved Access Service.

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

##### Bandwidth options

16.3 The subscribed bandwidth for your TID Adapt service is the nominal data throughput rate limit that you have ordered and we have configured for service.

16.4 Actual throughput depends on a variety of other factors, including:

- (a) the bandwidth of your Access Service;
- (b) that the transmission protocol uses some of the access bandwidth to manage the data transmission;
- (c) the capability and settings of equipment and systems and used by the sender and the recipient of the data transfer; and
- (d) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead.

##### Static IP addresses

16.5 As part of your TID Adapt service, we will provide you with access to one Internet protocol address (**IP Address**). We may replace that IP Address with a different IP Address at any time by giving 14 days' prior notice to you. You cannot request a particular IP Address.

16.6 You acknowledge that the IP Address that we allocate for your use may have been used by us (or other people) prior to being allocated to you. As a result, you may receive traffic intended for us (or those other people) and the traffic may be malicious (e.g. as part of a denial of service attack).

- 16.7 We grant you a non-exclusive, non-transferable, revocable licence to use the IP Address in equipment for the sole purpose of using the IP Address with your TID Adapt service. We reserve all other rights in the IP Address.
- 16.8 You may not sub-licence, assign, share, sell, rent, lease, transfer or otherwise deal with the IP Address other than as granted to you under this section of Our Customer Terms.
- 16.9 If you are migrating from another Internet Service Provider to a TID Adapt service, you will be provided with a new IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.

## 17 ADD-ONS

### Internet Direct Secondary MX Server

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

### Domain Name Servers (DNS)

- 17.5 You can apply for us to host a domain name on one of our DNS servers. You can apply for us to host your domain name on either a Primary DNS server or on a Secondary DNS server (which will mirror the domain information of the Primary DNS server).
- 17.6 If your TID Adapt service is cancelled, we will remove your DNS records from our DNS servers. You will need to transfer your domain name hosting services to another TID Adapt service or to another provider.

## 18 SERVICE MANAGEMENT

### Your use of the TID Adapt service

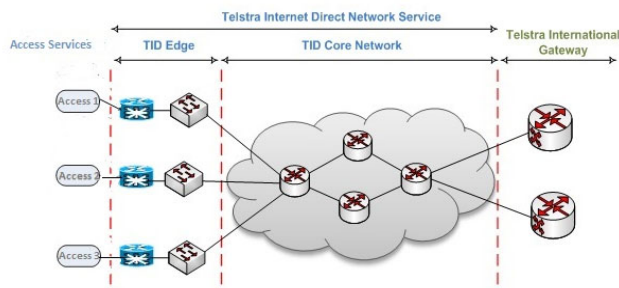
- 18.1 You must ensure that your use of the TID Adapt service complies with all reasonable procedures notified by us, including our Acceptable Usage Policy.
- 18.2 We may immediately limit, suspend or cancel the whole or part of your TID Adapt service if we believe on reasonable grounds that you have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

### Helpdesk

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

### TID network availability

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



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

| Your connection                                                    | Network availability                                                            |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------|
| If you are connected to a primary point of presence (primary POP): | The percentage of time that our intercapital network was functioning correctly. |

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

#### **Access Service network availability**

18.8 Your Access Service has a separate service availability target.

#### **Scheduled outages**

18.9 There may be scheduled outages to your TID Adapt service for us to perform scheduled maintenance, upgrades or repairs. We do not take scheduled outages into account in calculating service availability levels.

18.10 We aim (but do not guarantee) to tell you about scheduled outages to your TID Adapt service at least five business days beforehand. We can do this by posting information on our website or by sending an e-mail to the person you have nominated as your technical contact.

18.11 We aim (but do not guarantee) to make sure scheduled outages to your TID Adapt service are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.

#### **Standard Restoration**

18.12 The standard target response and repair times only apply to service faults within our maintenance responsibilities. Details of the applicable response and restoration targets for your TID Adapt service are set out in Part D – Service Levels .

#### **SLA Premium**

18.13 You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study and the terms and conditions set out in Part D – Service Levels.

# Business IP Adapt

## 19 SERVICE SUMMARY

### What is Business IP Adapt?

- 19.1 Business IP Adapt is an Internet Protocol based data network solution that is comprised of network design, configuration and an IP wide area network port to your eligible Access Service at your Sites (each a **Site Service**).
- 19.2 Business IP Adapt is available to our retail customers throughout Australia, if network infrastructure is available. The service is not available to Telstra wholesale customers or for resale.

### Service term

- 19.3 Your Business IP Adapt service commences when we notify you that the Business IP Adapt service (and associated Access Service) is available for use by you.
- 19.4 BIP Adapt is provided on a month to month basis.

### Cancellation

- 19.5 If your Access Service is cancelled, your Business IP Adapt service will also be cancelled, with effect from the date of cancellation of your Access Service.

## 20 CHARGES

### List Prices

- 20.1 Unless otherwise agreed in writing, the charges for your Business IP Adapt service are published in Telstra Connect.

## 21 INCLUSIONS

### Access Services

- 21.1 In order to make use of a Business IP Adapt service, you will need to have an approved Access Service.
- 21.2 If you select fully redundant access for any of your Site Services, you may configure both connections to be in the “active-active” configuration which means they both carry traffic in normal use when both connections are functioning. You must ensure that your equipment is configured such that the aggregate traffic you transfer across the two links at any one time does not exceed your subscribed Access Service bandwidth. If you exceed the subscribed bandwidth, we may charge you for your additional bandwidth usage or move your Access Service to a higher bandwidth plan.

## 22 ADD-ONS

### Multicast VPN

- 22.1 Multicast VPN is a feature that conserves the bandwidth of your IP VPN for the carriage of single streams of information from one or more source services to multiple active receiver services simultaneously.
- 22.2 You may obtain Multicast VPN on compatible Site Services as set out in our Business IP Adapt data sheet from time to time.
- 22.3 Unless otherwise set out in this Business IP Adapt section, the terms upon which we provide Multicast VPN are set out in the Telstra IP Solutions section of Our Customer Terms.
- 22.4 You must pay additional charges for Multicast VPN, charges are available on request.
- 22.5 If you have a Telstra Fibre Access Service, you cannot send more than the nominated bandwidth for your Site Service as Multicast traffic.
- 22.6 You cannot send more than 2Mbps of Multicast traffic from any single Site Service.

### Call outs

- 22.7 You agree to pay a call out fee reflecting our costs incurred if:
  - (a) we are requested to attend a Site to attend to a fault condition at a time agreed with you and you fail to provide immediate access to the supplied equipment or the relevant Site at that time; or
  - (b) you report a fault to us and request us to attend a Site to repair that fault and we determine that there is no fault in the Site service (for example, if the fault is caused by your equipment).

## 23 SERVICE MANAGEMENT

### Moves, Adds and Changes

- 23.1 We will implement any request for moves, adds and changes to your service, such as an increase in bandwidth, as soon as practicably possible. Please note that there may be a delay between the request and provisioning.

### Service levels

- 23.2 We aim to meet the service levels set out in this Business IP Adapt section. However, these service levels are only indicative, and we do not guarantee that we will meet these service levels.

### Service Availability

- 23.3 We aim to meet the following availability target each month for the Business IP Adapt service set out below:

| Network      | Network Availability |
|--------------|----------------------|
| Core network | 99.9995%             |
| Edge network | 99.995%              |

23.4 Service availability is calculated using the following formula:

$$\text{Service availability} = \{[(\text{HPY} - \text{POY}) - \text{OT}] / (\text{HPY} - \text{POY})\} \times 100\}$$

where:

HPY = the number of hours in the relevant year.

OT = the number of outage hours for the relevant Site Service in the relevant year.

POY = the number of hours in the planned outage period in the relevant year.

#### Class of Service

23.5 The classes of service are indicative of our targets for packet loss ratio, round trip transit delay and packet delay variation within the Business IP Adapt edge network.

23.6 There are two types of class of service:

- (a) static; and
- (b) dynamic.

23.7 The only static class of service that is available is data transfer.

23.8 Where available, the dynamic class of service allows you to prioritise your traffic. The priorities are:

- (a) multimedia class of service;
- (b) interactive class of service; or
- (c) data transfer class of service.

#### Packet Loss Ratio

23.9 The packet loss ratio is the percentage of packets lost when traffic travels through the Business IP Adapt Edge Network.

23.10 We measure the admitted committed traffic (packets) into the Business IP Adapt Edge Network and the delivered committed traffic (packets) out of the Business IP Adapt Edge Network over a monthly period. We calculate a number of sample packet loss ratios based upon the results of each measurement using the following formula:

$$\text{Sample packet loss ratio (\%)} = ((B - A) / B) \times 100$$

where:

A = the delivered committed traffic (packets) out of the Business IP Adapt Edge Network.

B = the admitted committed traffic (packets) into the Business IP Adapt Edge Network.

23.11 Our target is that 99% of the samples will have a packet loss ratio of less than or equal to the value set out below for the relevant service.

*① For example: if a packet loss ratio value of 0.01% applies, our target is that 99% of the samples will have a packet loss ratio of less than or equal to 0.01%.*

#### Round trip transit delay

23.12 The round trip transit delay is a measure of the total time taken for a 64 byte IP packet to traverse between any two sites within the Business IP Adapt Edge Network.

23.13 We measure the time taken for a 64 byte IP packet to traverse any two given nodes within the Business IP Adapt Edge Network. We calculate a sample round trip transit delay by adding together (in milliseconds):

- (a) the total time taken for the destination node to receive an IP packet from the source node (propagation delay); and
- (b) the total time taken for the destination node to generate an acknowledgement message (new IP packet) that it has received the IP packet from the source (this delay also includes any delays for resequencing and resynchronisation required by the destination node); and
- (c) the total time taken for the destination node to send the acknowledgment back to the source node (propagation delay).

*① Note: Ingress/egress queuing and blocking delays are not included as the effect of these parameters varies based on the bandwidth of your ports.*

23.14 Our target is that 99% of the samples will have a round trip transit delay of less than or equal to the value set out below for the relevant service.

*① For example: if a round trip transit delay value of 20ms applies, our target is that 99% of the samples will have a round trip transit delay of less than or equal to 20ms.*

#### Packet delay variation

23.15 The packet delay variation (or Jitter) is the deviation or displacement in phased timing (RTTD timing) within the Business IP Adapt Edge Network.

23.16 A sample packet delay variation is calculated by deducting the minimum measured RTTD time over a one hour period from the maximum measured RTTD time over the same one hour period.

*① Note: Ingress/egress queuing and blocking delays are not included as the effect of these parameters varies based on the bandwidth of your ports.*

23.17 Our target is that 99% of the samples will have a packet delay variation of less than or equal to the value set out below for the relevant service.

① For example: if a packet delay variation of 2ms applies, our target is that 99% of the samples will have a packet delay variation of less than or equal to 2ms.

## Service levels

23.18 The class of service values for a Business IP Adapt service are:

| Class of Service |               | Packet Loss Ratio | Round Trip Transit Delay (max milliseconds) | Packet Delay Variation (max milliseconds) |
|------------------|---------------|-------------------|---------------------------------------------|-------------------------------------------|
| Static           | Data Transfer | 1%                | 35                                          | 10                                        |
| Dynamic          | Multimedia    | 0.01%             | 20                                          | 2                                         |
|                  | Interactive   | 0.1%              | 20                                          | 5                                         |
|                  | Data Transfer | 1%                | 35                                          | 10                                        |

## Standard Restoration

23.19 The standard target response and repair times only apply to service faults within our maintenance responsibilities. Details of the applicable response and restoration targets for your Business IP Adapt are set out in Part D – Service Levels.

## SLA Premium

23.20 You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study and the terms and conditions set out in Part D – Service Levels.

# Service Terms & Conditions – Part C

## Service Levels

### 24 Standard Restoration and SLA Premium

#### What is Standard Restoration?

- 24.1 The Standard Restoration service levels are indicative timeframes for the restoration of your service following a fault in your product or service. Standard Restoration is included with your product or service.

#### What is SLA Premium?

- 24.2 SLA Premium is a range of enhanced coverage periods and restoration service levels which you can apply for at an additional cost.
- 24.3 Any application for an SLA Premium service level is subject to feasibility and our approval. We will notify you if your application is successful.

#### Eligibility

- 24.4 If you acquire an eligible product together with an eligible access service as listed in the tables below then you may apply for an end-to-end SLA Premium service level for both the eligible product and the underlying access service which form the solution.
- 24.5 If you have a Fully Redundant service, if redundancy only is lost, the standard restoration target to restore redundancy is Business Plus.

#### Telstra's Support Zones

- 24.6 Our support locations are based on population density. The zone where the work is to be performed (**Support Zone**) will determine the expected completion time of Restoration activities.

| Support Zone | Population size          |
|--------------|--------------------------|
| Urban        | greater than 10,000      |
| Major Rural  | between 2,500 and 10,000 |
| Minor Rural  | between 200 and 2,500    |
| Remote       | less than 200            |

- 24.7 Unless otherwise agreed with you, where a service has one end in a different area (e.g. urban area, rural area or remote area) to the other end, or where the fault occurs in a different area traversed by the service, the service will be classed according to the area which provides the longer Restoration Target.
- 24.8 We will tell you at the time that you apply for the Standard Restoration service level or the SLA Premium service level whether your site or sites where the service level applies is located in an Urban area, a Rural area or a Remote area.
- 24.9 Our SLA Premium service levels are not available in a Remote or Minor Rural area.

#### Minimum commitment

- 24.10 The minimum term for your SLA Premium service level is 12 months. If you cancel an SLA Premium service level before the end of the minimum term, you may be required to pay an early termination charge which is equal to 35% of your remaining monthly charges.
- 24.11 You can ask us to upgrade your SLA Premium service level to a faster Restoration Target. We will not charge you an early termination fee if we agree to upgrade your SLA Premium service level during your minimum term. However, the minimum term for your SLA Premium service level will re-start from the date that you upgrade it.

#### Service level exclusions - Restoration

- 24.12 Our restoration service levels do not apply where the Restoration Target is affected by:
- (a) any hours during the Response Target or Restoration Target which are outside the Coverage Period
  - (b) a fault with your product or service that is caused by you;
  - (c) except to the extent caused by us or our subcontractors:
    - (i) the cutting of cable or fibre which is needed to provide your product or service;
    - (ii) interference or damage to our equipment or network by you or by a third party;
    - (iii) a fault beyond our network boundary point or with your equipment (unless we have specifically agreed in writing to support these things). Without limiting the foregoing, FTTN and FTTB (VDSL) devices not registered with nbn will not be supported on, or eligible for, SLA Premium;

- (d) you not giving us sufficient and timely access to your premises and equipment so that we can carry out the repair or restoration; or
- (e) any other cause beyond our reasonable control (including, but not limited to, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, determination of the Australian Competition and Consumer Commission, determination of any court of law or any such similar event).

**Faults caused by you**

- 24.13 If you ask us to restore your product or service and you have caused the fault (or the fault is caused by someone using your product or service) we may charge you our reasonable costs incurred in identifying, examining and rectifying those faults.

## **25 RESTORATION TARGETS AND PRICING**

**Telstra and nbn™ Access Services**

- 25.1 This table represents the default and enhanced assurance targets for access services underpinning the following Adaptive Networks products:
- (a) Telstra Fibre
  - (b) nbn Enterprise Ethernet
  - (c) Business IP Adapt
  - (d) TID Premium Adapt
  - (e) TID Lite Adapt

| Service Level Options:                                                             | End of Next Business Day                                                                                                                                                                                                              | Extended Business Hours | Business Plus | Express 4       | Express 4 Plus |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------|-----------------|----------------|
| Urban Response Target:                                                             | 8 hours                                                                                                                                                                                                                               | 2 hours                 | 60 minutes    | 30 minutes      | 30 minutes     |
| Urban Restoration Target:                                                          | EoNBD                                                                                                                                                                                                                                 | 12 hours                | 12 hours      | 4 hours         | 4 hours        |
| Coverage Period:                                                                   | 8am-5pm Mon-Fri                                                                                                                                                                                                                       | 7am-9pm Mon-Sun         | 24x7          | 7am-9pm Mon-Sun | 24x7           |
| Rural Support Zone:                                                                | Urban Restoration Target PLUS 1 Business Day where accessible by road from an Urban location. If we are required to use 3rd Party transportation to attend an off-shore location, then our Restoration Target will be 5 Business Days |                         |               |                 |                |
| Remote Support Zone:                                                               | Urban Restoration Target PLUS 2 Business Days where accessible by road from an Urban location. If we are required to use 3rd Party transportation to attend a Remote location, then our Restoration Target will be 5 Business Days    |                         |               |                 |                |
| ACCESS TECHNOLOGY TYPES                                                            | Monthly Charge (ex GST)                                                                                                                                                                                                               |                         |               |                 |                |
| Adaptive Networks Telstra Fibre <sup>1</sup> (ordered before 8 December 2023)      |                                                                                                                                                                                                                                       |                         | Included      | \$40.00         | \$75.00        |
| Adaptive Networks Telstra Fibre <sup>1</sup> (ordered on or after 8 December 2023) |                                                                                                                                                                                                                                       |                         | Included      |                 | \$90.00        |
| Adaptive Networks Telstra Fibre (TID Lite Adapt)                                   |                                                                                                                                                                                                                                       | Included                | \$200.00      |                 |                |
| Adaptive Networks nbn™ Enterprise Ethernet (ordered before 8 December 2023)        |                                                                                                                                                                                                                                       |                         | Included      | \$60.00         | \$110.00       |
| Adaptive Networks nbn™ Enterprise Ethernet (ordered on or after 8 December 2023)   |                                                                                                                                                                                                                                       |                         | Included      |                 | \$90.00        |
| Adaptive Networks nbn™ Enterprise Ethernet (TID Lite Adapt)                        |                                                                                                                                                                                                                                       |                         | Included      |                 |                |
| Adaptive Networks nbn™ TC2                                                         |                                                                                                                                                                                                                                       | Included                | \$60.00       |                 | \$110.00       |
| Adaptive Networks nbn™ Smart Places TC2                                            |                                                                                                                                                                                                                                       | Included                | \$60.00       |                 |                |
| Adaptive Networks nbn™ TC4 (FTTP, FTTN, FTTB, FTTC)                                | Included                                                                                                                                                                                                                              | \$23.00                 | \$60.00       | \$60.00         | \$110.00       |
| Adaptive Networks nbn™ Smart Places TC4                                            | Included                                                                                                                                                                                                                              | \$23.00                 | \$60.00       |                 |                |
| Adaptive Networks nbn™ TC4 (HFC and Fixed Wireless)                                | Included                                                                                                                                                                                                                              |                         |               |                 |                |

1 Adaptive Networks Telstra Fibre and IPMAN/Ethernet MAN includes Single Uplink, Dual Access & Fully Redundant configurations

2 SLA Premium Service Levels are only available to Telstra Enterprise customers

3 Formerly known as Premium Connectivity Packs

## 26 RESTORATION REBATES

### Restoration rebate eligibility criteria

- 26.1 If we fail to restore your product or service by the applicable Restoration Target (depending on the service level that you select), you will be eligible for a rebate provided that you meet the following eligibility criteria:
- (a) you give us accurate and timely information that we need to restore your product or service;
  - (b) you give us sufficient and timely access to your premises and equipment so that we can attempt to restore your product or service; and
  - (c) you have not been provided with a reasonably sufficient work-around solution which enables you to continue to use your product or service within the relevant restoration period.

### Restoration rebates

- 26.2 If we fail to restore your product or service by the applicable Restoration Target (depending on the service level that you select), you will be eligible for a rebate provided that you have not been provided with a reasonably sufficient work-around solution which enables you to continue to use your product or service within the relevant restoration period.
- 26.3 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, in order to receive a rebate for a restoration service level, you must apply to us for that rebate within two months of our failure to meet the applicable service level.
- 26.4 To apply for a rebate, you must complete a rebate application form (we can provide this to you on request) and return the form to your relevant Telstra representative.
- 26.5 We will let you know whether we agree that you are eligible for a rebate. If you are eligible for a rebate, it will be calculated as follows:

| Restoration service level          | Rebate for affected product(s) or service(s)                                                                                                                                                                                                                                                           |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Standard restoration service level | 20% of your monthly access fee per complete hour beyond the Restoration Target and capped at 100% of your monthly access fee per month                                                                                                                                                                 |
| SLA Premium service level          | 20% of your monthly access fee per complete hour beyond the Restoration Target, capped at 100% of your monthly access fee per month PLUS 50% of the monthly charge you pay for your SLA Premium service level, capped at 100% of your monthly charge for your SLA Premium service level for all faults |

- 26.6 Once we have accepted your application for a rebate, we will apply a credit to one of your next two bills.
- 26.7 The monthly fee applicable in calculating the cap for a month is the monthly fee for the month in which we failed to meet the service level.
- 26.8 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, the applicable rebate above is your sole remedy for us failing to meet the applicable service level.

# Service Terms & Conditions – Part D

## Interpretation

### 27 DICTIONARY

#### 27.1 Dictionary

- (a) **Acceptable Usage Policy** means our Acceptable Usage Policy as updated from time to time, found at <https://www.telstraglobal.com/legal/acceptable-use-policy> or such other website as notified to you.
- (b) **Access Service** means a compatible telecommunications service that is used to connect your Premises to our point of presence.
- (c) **accredited device or accredited equipment** is a device or equipment which we approve from time to time for management at the applicable ADANET service tier. We may have **arrangements** with our suppliers for the purchase and maintenance support of such equipment.
- (d) **accredited feature** means a **feature** or functionality that we support from time to time.
- (e) **ACMA** means the **Australian** Communications & Media Authority
- (f) **alarm** means a system generated **notification** of a fault.
- (g) **B-NTD** means a network termination **device** supplied by nbn co limited for the supply of an Access Service on the nbn Enterprise Ethernet network.
- (h) **Building Entry Point** is the point where cable crosses or goes through the perimeter of your building.
- (i) **Business Day** means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located.
- (j) **Business Hours** are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).
- (k) **Business Plus** option means coverage 24 hours a day, 7 days a week and has the meaning given to it in clause 25.1.
- (l) **Core network** means our core transmission links and backbone routers.
- (m) **Coverage Period means** the coverage period for the service and as set out in the table in clause 25. The Coverage Period depends upon the service assurance level and method of access that applies to that service.
- (n) **Edge Network** means our Core network and our VPN edge devices.
- (o) **End of Next Business Day or EONBD** means Restoration Target of any one of:
  - (i) for non nbn products - once the fault is registered in our systems then restoration will be completed prior to 5pm on the next Business Day; OR
  - (ii) for nbn products - where the fault is reported to us before 1pm on a Business Day, then restoration will be completed prior to 5pm on the next Business Day. Where the fault is reported to us between 1pm and midnight on a Business Day, one (1) Business Day must be added to the restoration targets.
- (p) **equipment** consists of the routers, switches, appliances and other accredited equipment that receives equipment services as part of the ADANET service. Also referred to as a device.
- (q) **equipment maintenance** means the replacement of faulty equipment with on-site attendance and access to vendor provided software on demand.
- (r) **equipment services** means the network management, equipment maintenance and performance reporting services component of your ADANET service that are provided for the equipment in accordance with the service tier you chose for that equipment.
- (s) **Facility** includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with your Adaptive Networks services.
- (t) **Fibre Build Contribution or FBC** has the meaning given in clause 4.3.
- (u) **FBC Amendment** has the meaning set out in clause 12.5.
- (v) **Fixed Wireless** means nbn fixed wireless network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (w) **FTTB** means the nbn Fibre to the Building network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (x) **FTTN** means the nbn Fibre to the Node network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (y) **FTTP** means the nbn fibre to the premises (including Smart Locations) network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, nbn co (to avoid doubt, excludes FTTB and FTTN).
- (z) **HFC** means the hybrid fibre coaxial cable network that is owned or controlled by, or operated by or on behalf of, nbn co.
- (aa) **intellectual property rights** means:
  - (i) copyright, author's rights and any related or neighbouring rights (including any copyright or other exclusive right in or to any compilation or database);

- (ii) all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information;
- (iii) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and
- (iv) any similar or corresponding rights to the foregoing wherever subsisting in the world; and
- (v) includes applications for and the right to make applications for the grant of any of the foregoing.
- (bb) **location** is a continuous area served by one or more items of wireless equipment (whether or not all of those items serve all parts of that area).
- (cc) **MAN** means metropolitan area network.
- (dd) **MDF** means the main distribution frame located in the multi-dwelling unit in which the Premises is located.
- (ee) **Metropolitan area** or **Metro** means the metropolitan areas of the following cities - Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.
- (ff) **nbn Access Build Cancellation Charge** has the meaning set out in clause 10.8.
- (gg) **nbn co** means nbn co limited (ABN 86 136 533 741) and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.
- (hh) **nbn Fibre Build Facility** means any infrastructure, cable or associated equipment build, installed or used by nbn co as part of an nbn Fibre Build.
- (ii) **nbn network** means the FTTP, Fixed Wireless, FTTB, FTTN, and HFC nbn networks and includes any other network, systems, equipment and facilities used by nbn co in connection with the supply of services which rely on the nbn network or for which the nbn network is a component part.
- (jj) **nbn NCD** means a network connection device supplied by nbn co limited for the supply of the NBN Services on the FTTC network.
- (kk) **nbn NTD** means a network termination device supplied by nbn co limited to connect nbn Access Services on FTTP, Fixed Wireless or HFC access technologies. This device can also referred to as the nbn Connection Box.
- (ll) **network** is described in our agreement with you, is shown on your network diagram and is made up of two or more sites interconnected using our data transmission services.
- (mm) **Network Boundary** means the boundary determined under section 22 of the Telecommunications Act 1997.
- (nn) **Network Boundary Point** means the point at which the nbn Access Service is provided, being:
  - (i) in relation to FTTP, **HFC** and Fixed Wireless - your side of the user network interface on the nbn NTD;
  - (ii) in relation to FT-B - your side of the user network interface on the MDF;
  - (iii) in relation to FTTN – the first socket on the line after building entry; and
  - (iv) in relation to FTTC:
    - (A) if your Premises has an MDF, your side of the user network interface on the MDF; or
    - (B) the first phone point on the line after building entry or your side of the user network interface on
- (oo) **Network Service** means a network service compatible with Telstra Fibre or nbn Access, current compatible services are Telstra Internet Direct (TID) Adapt or Business IP (BIP) Adapt.
- (pp) **NTU** means Network Termination Unit and is a Telstra network device.
- (qq) **Permitted Activities** has the **meaning** set out in clause 12.8.
- (rr) **Personnel** means:
  - (i) in relation to a party, that party's officers, employees and agents and that party's subcontractors and consultants and their officers, employees and agents; and.
  - (ii) if the party is Telstra, includes nbn co (to the extent applicable). **Point of presence** or **POP** means the place where an Access Service connects to our Internet access network.
- (ss) **Point of presence** or **POP** means the place where an Access Service connects to our Internet access network.
- (tt) **Premises** means:
  - (i) any land, building, structure, vehicle or vessel which is owned, leased or occupied by you, containing a facility or supplied equipment or any other part of the Service, or to which the Service is supplied; or
  - (ii) when the term is used in relation to a nbn Smart Places Access Service, a Smart Location.
- (uu) **Property Entry Point** means the point where the cable or optic fibre enters your property.
- (vv) **Remediation** has the **meaning** set out in clause 11.4(c).
- (ww) **Repair Profile** means a status in which nbn co may place your service in order to preserve the integrity of the nbn network and your **service** may not perform as expected until nbn co have undertaken rectification activities.
- (xx) **Response** means the period commencing when a valid service fault report is received by us and ending when we tell you that work has **commenced** to identify the cause of the fault.
- (yy) **Restore** means the period commencing when a valid service fault report is received by us and we have entered all the required information from you in our systems and a fault number is generated and ending on the first to occur of:
  - (i) the service is returned to full working order; or
  - (ii) a temporary repair is performed which allows the service to be used.

We exclude any hours during that period, which are outside the coverage period.

- (zz) **Site** means the premises to which a site service is provided or where the equipment is located.
- (aaa) **Smart Location means:**
- (i) a non-premises Site; or
  - (ii) an outdoor service location within the boundary of a Premises,
- which nbn co has determined is only serviceable via its nbn Smart Places product.
- (bbb) **software** is the computer programmes relating to the operation of the equipment (including firmware and application software supplied by us).
- (ccc) **Support Zone** has the meaning given in clause 24.6.
- (ddd) **Telstra Fibre Build** has the meaning given in clause 3.4
- (eee) **Telstra Fibre Build Cancellation Charge** has the meaning given in clause 3.6
- (fff) **Telstra NTU** means a Telstra-owned network termination unit which connects to the nbn network and provides an ethernet interface at the user end.
- (ggg) **TID Adapt** means TID Lite Adapt and TID Premium Adapt.
- (hhh) **TID Lite Adapt** means Telstra Internet Direct Lite Adapt, as described in clause 14.1(b).
- (iii) **TID Premium Adapt** means Telstra Internet Direct Premium Adapt, as described in clause 14.1(a).
- (jjj) **Traffic Class** refers to nbn product options offered by nbn (for example: Traffic Class 4 and Traffic Class 2).
- (kkk) **trouble ticket** is issued by our service desk in response to a fault and:
- (i) states the time a fault is reported to the service desk;
  - (ii) states the nature and location of the fault, where you or we identify this information;
  - (iii) tracks our activity in restoring your service;
  - (iv) states who contacted the service desk; and
  - (v) has an identifying sequence number.
- (lll) **Urban** area means an area with a population of at least 10,000.
- (mmm) **VDSL2** means very-high-bit-rate digital subscriber line version 2 and is the technology used by nbn co in areas where they have deployed FTTB and FTTN.