Service Terms

Dynamic 5G

1 About this document

1.1 Where this document fits into our agreement with you

Agreement overview

(a) Thank you for choosing Telstra. Our Agreement with you is made up of the following parts:

Overview	You sign this part of the Agreement when you first agree to buy Services from us. It includes your key Agreement details.
Price Schedule	This part of the Agreement outlines the prices and pricing conditions of the Services you buy from us.
Order Request	This part of the Agreement is a record of the orders you submit to us, including changes you request to your Services that incur a charge.
Data Protection Addendum (DPA)	For customers who sign up or renew their service from 23 December 2022, 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 been previously executed with us. You can find a copy of the DPA at **www.telstra.com/DPA**
The two below parts make up our standard form of agreement with our customers for the purposes of Part 23 of the Telco Act. We update these terms from time to time in line, with our Agreement with you.	
Service Terms	This part of the Agreement contains the specific conditions for each service you buy from us.
General Terms	This part of the Agreement contains the conditions that apply to all our services, unless we agree otherwise with you. They are available online at **telstra.com/digitalterms**.

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

2 Service summary

2.1 What is Dynamic 5G?	
About this Service	**Service description** (a) The Dynamic 5G service uses network slicing technology to assign radio spectrum dedicated to you or your applications or use cases to deliver a minimum performance (**Service**).
Who can order the Service	**Eligibility** (b) You can apply for the Service if you: (i) have a valid ABN or ACN; (ii) have a billing account starting with 7000. (c) The Service is not available to Telstra Wholesale customers or for resale. Unless otherwise expressly agreed in writing, you cannot re-supply the Service to a third party.
Where the Service is available	**Availability** (d) The Service is available in 5G standalone coverage areas and is subject to a service qualification check and confirmation that we have capacity to deliver the Service in the specific locations you have requested.

2.2 Service inclusions	
What's included with your Service	**Key details** (a) The Service comprises: (i) a Dynamic 5G plan; (ii) a commitment to deliver a minimum network performance in connection with the Dynamic 5G plan in specific pre-qualified areas with eligible devices (**Performance Level**);
Devices	(b) You must purchase from us an eligible mobile device with minimum specifications that supports the Performance Level (**Dynamic 5G Device**). (c) You can select from a list of eligible Dynamic 5G Devices when placing your Service Order in the Telstra Connect portal. (d) If you have previously purchased a fixed wireless device from us, we will advise you whether or not it is compatible with the Dynamic 5G plan. (e) The Dynamic 5G Device will come with Ericsson device management software installed (**Device Software**). Any information entered into or gathered and/or stored in conjunction with the use of the Device Software shall be governed under the terms of the applicable end user terms and Ericsson's Privacy Policy available at **https://cradlepoint.com/privacy-policy**.

Installation	(f)	Once we have accepted your Service Order, we will agree with you a time to install the Dynamic 5G Device at the Agreed Location.
	(g)	You must give us access to your premises at reasonable times so that we can install (and, where required, remove) the Dynamic 5G Device.
	(h)	You warrant that you have the right to have the Dynamic 5G Device installed on your premises and have obtained the necessary consents or approvals for the installation.
Performance Level	(i)	The Performance Level is specific to a particular location (**Agreed Location**) and a Dynamic 5G plan.
	(j)	You can elect for the Performance Level for a Dynamic 5G plan to cover: (i) all your data traffic sent and received by the Dynamic 5G Device; or (ii) specific applications used by the Dynamic 5G Device. ⓘ For example, you may only need a Performance Level for specific critical applications and all other types of traffic will be routed outside of a network slice and get best efforts performance.
	(k)	The Performance Level for each Dynamic 5G plan, and the type of traffic we agree to make the Performance Level for, is agreed at the time of purchase and is reflected in your Service Order in the Telstra Connect portal.
	(l)	If we do not meet the Performance Level, you will not be charged the Performance Charge for that period of usage. The Performance Level excludes planned network maintenance and force majeure events.
	(m)	If the Dynamic 5G Device is moved from the Agreed Location, or the Dynamic 5G plan is disconnected, the Performance Level does not apply, and your Service will revert to best efforts performance like standard mobile services.
	(n)	We will measure the performance the 5G mobile network at the Agreed Location and make this information available to you in the Telstra Connect portal.
	(o)	The actual performance you request may be lower than the performance the network can deliver at any point in time. As part of the Performance Level we will monitor the network has delivered the minimum Performance Level. ⓘ Sending an email requests very different amounts of mobile network performance compared to attending a video call.

2.3 Compatibility and Dependencies

What you need to be able to use your Service	(a)	You must purchase and maintain: (i) a Dynamic 5G plan; and (ii) An Enterprise Wireless plan
	(b)	If the mobile service is suspended, all data traffic will be suspended, and the Performance Reservation Charge will apply.
	(c)	For the Dynamic 5G plan, you must: (i) allow us to remotely connect to the Dynamic 5G Device to provide assurance and check minimum performance requirements are being met. (ii) have the Dynamic 5G device installed by us or the device installation approved by us as part of a site survey.

2.4 Exclusions and Limitations

Limitations of your Service	(a)	The Performance Level is measured between the Dynamic 5G Device and edge of our mobile network where it connects to the internet. Actual performance can be impacted by your private company network (e.g. Wi-Fi) or the internet and these are not part of the Performance Level.

ⓘ Your employees may connect to our mobile network via your corporate Wi-Fi network and the Performance Level does not apply to any bottlenecks your Wi-Fi network may introduce for users.

(b) We do not promise that the 5G network will be fault free and the Service should not be relied on for life saving applications.

(c) You will not incur Performance Charges during unplanned network outages however the Dynamic 5G Device may not have connectivity, or connectivity performance may be reduced during network events.

ⓘ During an unplanned event a device may fall back to the 4G network and the Performance Level may not be achieved.

(d) We are not liable for consequential impacts for not meeting the Performance Level. Save where we accept liability in the General Terms, your sole remedy for our failure to meet the Performance Level is the waiver of the Performance Charge.

(e) We are not able to support a change of ownership for the Dynamic 5G Service. In the event of a change of ownership, you will need to cancel the Dynamic 5G Service and the owner will need to order a new Dynamic 5G service at the then current pricing.

3 Your Obligations

3.1 Your Responsibilities

What you need to do

(a) You must ensure our personnel are in a safe working environment when on your premises.

(b) You must only use the Dynamic 5G Device at the Agreed Location in connection with the Service.

(c) If we detect that you have changed the Dynamic 5G Device so it's no longer compatible or swapped it for another device that is not compatible, we may disconnect your Dynamic 5G plan which means the Performance Level will not apply, and your Service will revert to best efforts performance like standard mobile services.

(d) You must take proper care of the Dynamic 5G Device and ensure it's not damaged, destroyed, lost or stolen, or modified (except by us).

(e) You must not, and will not permit your end users or any third party to:

(i) use the Service in connection with any application that could lead to death, personal injury, or serious physical or environmental damage, including without limitation use in consumer automobiles or uses requiring fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapon systems;

(ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Device Software, documentation or data related to the Device Software (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law);

(iii) modify, translate, or create derivative works based on the Device Software;

(iv) run or use any processes that run or are activated while you are not logged on to the Service or that "crawl," "scrape," or "spider" the Device Software;

(v) facilitate any disruption, threat, or attack on the Device Software such as through the distribution of malicious code, denial-of-service attack, unauthorized penetration testing, or other action that poses a security risk to the Service, our or Ericsson's systems or other users of the Service;

(vi) use the Service in any manner that:

	(A) is illegal, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (B) impersonates any person or entity, including without limitation any employee or representative of Telstra or Ericsson, (C) is unwanted such as sending unsolicited bulk, commercial, or spam messages in violation of law; (D) places an unreasonable or unexpected load on the Service; or (E) may subject us or Ericsson to liability.

4 Charges

4.1 Service Charges

How much the Service costs

(a) Pricing is calculated and quoted based on a point in time assessment of network capacity at a specific location after performing a location service qualification and collecting the necessary information.

ⓘ The quote is valid for five business days, or until network conditions change (whichever comes earliest). Our quoted price may change the next time you request a price for a particular location. For example, another customer may have purchased the Service in the same location and therefore the network can no longer deliver the same performance at the same price.

(b) A Dynamic 5G plan consist of two performance usage charges:

Charge	Description	Frequency
Performance Charge	The charge for using the 5G mobile network slice where we meet the Performance Level.	Charged per hour
Performance Reservation Charge	The charge for us to reserve the network radio slice when it is not being used by you.	Charged per hour

(c) Charges apply in addition to the standard mobile access plan.

(d) Domestic data through a network slice is unmetered when using a Dynamic 5G plan in pre-qualified locations with a Dynamic 5G Device. Domestic data that does not go through a network slice is metered by the standard mobile access plan.

(e) When you are using the network slice, the Performance Charge applies but when you are not using the network, the Performance Reservation Charge applies.

(f) An hourly performance period is triggered when you start using the network slice and the performance of the network is measured during that hourly period before the charge is invoiced.

(g) To avoid triggering a performance fee during periods where the Dynamic 5G Device is communicating with the network but you are not using the network slice, a data threshold may apply with the Dynamic 5G plan. In this case the hourly performance charge is not triggered until this data threshold is exceeded.

ⓘ Devices may ping the network and send keep alive packets even when you are not using the slice and a data threshold means that this background traffic does not trigger an hourly Performance Charge.

(h) You will not incur Performance Charges during unplanned network outages however the Dynamic 5G Device may not have connectivity, or connectivity performance may be reduced during network events.

	(i) All Performance Charges will be itemised on your invoice, and in addition, you can view the network performance delivered during every hour that incurred the Performance Charge in the Dynamic 5G dashboard in the Telstra Connect portal. (j) The Performance Reservation Charge still applies: (i) during planned network maintenance or Force Majeure events outside of our control; and (ii) if the service has been suspended. (k) Any existing Enterprise Wireless discounts you may have on accounts not starting with 7000 will not apply to the Enterprise Wireless Telstra Dynamic 5G plan.
4.2 Adjustments	
	(a) If: (i) you are reserving capacity without using it; (ii) network conditions change and we are no longer able to consistently meet the Performance Level, or ⓘ There is a large population increase in a particular area that means we no longer have the network capacity to deliver the performance Level, (iii) commercial or market conditions change, we may seek to vary the Performance Level and/or Service Charges. (b) We will agree any changes to your Dynamic 5G plan with the primary account holder.
4.3 Billing	
How you pay for your Service	(a) Charges will be applied monthly on to your Telstra bill in arrears on and from the Start Date of your Service.
4.4 Additional Charges	
Other charges	(a) In addition to the Performance and Performance Reservation Charges, you may also incur charges for the following dependencies: (i) a mobile access plan and any excess data usage charges where traffic does not go through a network slice; (ii) the Dynamic 5G Device; (iii) for Enterprise Wireless deployments: (A) a site survey (B) installation (b) We will provide you with a quote for these other charges before you proceed with the purchase of your Service. (c) An initial 3 year licence for the Device Software is included in the Dynamic 5G Device cost. Subsequent Device Software licence renewals will be charged separately. (d) If you are not available at the agreed installation time of your Dynamic 5G Device, we may charge you a fee of for the missed appointment. The missed appointment fees are set out in your quote.

5 Term and Termination

5.1 Term	
The minimum term for your Service	(a) The Service is available on a month-to-month basis. (b) You may terminate your Service at any time by logging into the Telstra Connect portal or via your Telstra partner or Telstra representative.

5.2 Early Termination Charges	
Charges for terminating during the Minimum Service Period	(a) There are no early termination charges for the Service.

5.3 Additional rights to terminate	
When we can terminate your Service	(a) In addition to our rights set out in the General Terms, we may disconnect the Dynamic 5G plan and you will revert to best efforts performance if: (i) we detect that your Dynamic 5G Device is not meeting the minimum signal strength requirements, known as the Signal to Interference & Noise Ratio (SINR); or ⓘ We may not be able to meet the Performance Level if you have moved the Dynamic 5G Device away from the Agreed Location; the Dynamic 5G Device does not meet the minimum specifications; or a building or other object has been installed between your Dynamic 5G Device and Telstra's cell tower. (ii) we have been unable to agree a revised Performance Level and Service Charges with you in accordance with clause 4.2 (Adjustments). (iii) the device management licence for your Dynamic 5G Device expires and you do not renew it, and this prevents us from consistently meeting the Performance Level (iv) you are using the Service in a way which is causing or has the potential to cause detrimental effects to our other customers or services. (b) We will communicate any changes we make to your Dynamic 5G plan with the primary account holder.

5.4 Consequences of termination	
What happens if your Service is terminated	(a) If your Service is terminated or cancelled for any reason the 5G plan cannot be reactivated, you must obtain a new quote including service qualification, site survey etc. We may not be able to offer the same Performance Level at the same price as network conditions may have changed. (b) You will need to cancel any associated Adaptive Mobility Enterprise Wireless plans otherwise they will revert to metered traffic and you will billed for any data usage in accordance with the terms of the plan.

6 Service Management

6.1 Help desk		
How you contact us for support	(a)	You can raise support tickets for your Service within the Telstra Connect portal at any time but support is provided Monday to Friday (excluding public holidays) between 8am and 5pm.