

OUR CUSTOMER TERMS

TELSTRA HIGH DEFINITION TELEHEALTH SERVICE SECTION

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CERTAIN WORDS ARE USED WITH THE SPECIFIC MEANINGS SET OUT UNDER CLAUSES 12.6 AND 13 AND IN THE GENERAL TERMS OF OUR CUSTOMER TERMS AT [HTTP://WWW.TELSTRA.COM.AU/CUSTOMER-TERMS/BUSINESS-GOVERNMENT/?RED=/CUSTOMERTERMS/BUS_GOVERNMENT.HTM](http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm).

1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Telstra High Definition Telehealth service section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm also apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

Inconsistencies

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

2 THE TELSTRA HIGH DEFINITION TELEHEALTH SERVICE

What is the Telstra High Definition Telehealth service?

- 2.1 The Telstra High Definition Telehealth service is a video conferencing health care solution which can facilitate remote patient care and diagnosis and provides for the management of your video conferencing equipment.
- 2.2 The Telstra High Definition Telehealth service consists of:
 - (a) equipment, which you can:
 - (i) purchase from us;
 - (ii) rent from us; or
 - (iii) apply to lease from us; or
 - (iv) acquire separately, provided that the equipment has been accredited by us for use with the Telstra High Definition Telehealth service.
 - (b) software embedded in the equipment, which enables the recording and storage of video and audio conferences and content sharing during conferencing;
 - (c) installation, commissioning, support and maintenance of your video conference equipment and software clients;
 - (d) warranty management of your equipment and software client; and
 - (e) training.

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Access service

- 2.3 You must separately acquire from us the access service necessary for the connection and carriage of video conferences. We cannot provide the Telstra High Definition Telehealth service to you if you do not have an access service between your sites.
- 2.4 If you do not choose and maintain an appropriate access service, we may not be able to provide all Telstra High Definition Telehealth services to you, and the service levels will not apply. On request we can recommend an appropriate access service.
- 2.5 It is your responsibility to choose and maintain your access service separately. The terms (including fees and charges) for your access service are separate from and in addition to the terms (including fees and charges) for your Telstra High Definition Telehealth service.
- 2.6 You must also separately acquire a Managed WAN or Managed Data Network service from us.

3 USING YOUR TELSTRA HIGH DEFINITION TELEHEALTH SERVICE

Eligibility

- 3.1 The Telstra High Definition Telehealth service is not available to Telstra Wholesale customers or for resale.
- 3.2 The Telstra High Definition Telehealth service is only for use within Australia.

Fees and charges

- 3.3 The fees and charges for your Telstra High Definition Telehealth service are set out in your application form or separate agreement with us.

Minimum Term

- 3.4 You must take the Telstra High Definition Telehealth service for a minimum term of 12 months at each of your nominated sites.

Cancelling your Telstra High Definition Telehealth service

- 3.5 If either your Telstra High Definition Telehealth service or your access service is cancelled (for any reason), the other service is not cancelled automatically. You have to cancel it yourself separately.
- 3.6 If your Telstra High Definition Telehealth service at a site is cancelled before the end of your minimum term, we may charge you an early termination charge for that site 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 the following:
 - (a) 50% of the monthly services charge applicable to your chosen service level, multiplied by the number of remaining months in the minimum term (this does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach);
 - (b) the remainder of the price of any purchased equipment (if any);
 - (c) if you rented equipment from us as part of your Telstra High Definition Telehealth

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service, 100% of the rental monthly charges, multiplied by the number of months that would have been remaining in the minimum term (this does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach); and

- (d) if you leased equipment from us as part of your Telstra High Definition Telehealth service, 100% of the monthly lease charges, multiplied by the number of remaining months remaining in the minimum term (this does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach).

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

Third party suppliers

- 3.8 You acknowledge that we purchase some components of your Telstra High Definition Telehealth service from third party suppliers (including software and software licences). If one of our third party suppliers suspends, cancels or terminates a service that we rely on to provide you with your Telstra High Definition Telehealth service, we may suspend, cancel or terminate your Telstra High Definition Telehealth service or the affected part of your service or we may transfer you to a reasonably comparable alternative service. If we transfer you to a reasonably comparable alternative service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service. We will give you as much notice as is reasonably possible in the circumstances.

Recording and streaming of video conferences

- 3.9 Depending on your chosen equipment, your users may be able to record and stream video conferences. You acknowledge that by your use of the Telstra High Definition Telehealth service, we (including our subcontractors) and your users may record meetings and collect and use identifying information about the participants using the service, such as a name or document that is displayed, transmitted, processed, or stored as part of a meeting or meeting record.
- 3.10 The laws of some states and countries require individuals to give their prior consent to the recording of their communications and/or restrict the collection, storage and use of the information that identifies them. You agree to:
- (a) comply with all applicable laws;
 - (b) provide any reasonable assistance requested to assist us in complying with our obligations under applicable laws; and
 - (c) obtain all necessary consents and make all necessary disclosures before you or any user accesses or uses the recording or streaming capability as part of the Telstra High Definition Telehealth service.

Encryption

- 3.11 Your Telstra High Definition Telehealth service will be provisioned with encryption enabled but only during the transmission of data for video calls made between your nominated sites. You may request that we disable this encryption feature. You acknowledge that we are not responsible for encrypting or backing up any data located on any equipment used to provide

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your Telstra High Definition Telehealth service. Whether the encryption feature is enabled or not, you must ensure that:

- (a) proper privacy, security and other measures have been implemented to protect patient information; and
- (b) you backup all data and patient information.

Liability

3.12 You must ensure that:

- (a) your use of the Telstra High Definition Telehealth service complies with all applicable laws, including, but not only, privacy laws;
- (b) you obtain patient consent to the hosting, storage, backup and handling of data relating to the patient (including patients' personal information, where applicable); and
- (c) you obtain patient consent to us and our subcontractors accessing and using data relating to the patient (including patients' personal information, where applicable), where such access and use is required to enable Telstra to provide technical support to, or management of, your Telstra High Definition Telehealth service.

You must ensure that your employees, subcontractors, and any third parties who use your Telstra High Definition Telehealth service, comply with this clause.

3.13 You acknowledge that the Telstra High Definition Telehealth service may not be suitable in all clinical environments and circumstances. You are responsible for determining appropriate use of the Telstra High Definition Telehealth service.

3.14 You must ensure that:

- (a) all medical and other licensing requirements are met in the course of any consultations or other activities undertaken using the Telstra High Definition Telehealth service;
- (b) any third parties using the Telstra High Definition Telehealth service to provide consultations or other services are appropriately registered and insured;
- (c) all medical and other regulatory requirements are met in the course of any consultations undertaken using the Telstra High Definition Telehealth service; and
- (d) any Medicare requirements are met in the course of any consultations using the Telstra High Definition Telehealth service.

3.15 You acknowledge that the equipment may be registered under the Therapeutic Goods Act. If, for any reason, the equipment ceases to be registered or the supply of equipment may breach the Therapeutic Goods Act, we may cancel your Telstra High Definition Telehealth service immediately.

3.16 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you agree not to commence or maintain any claim or action (including any claim for costs) against us relating to the matters set out in clause 3.14, except to the extent the issue is caused or contributed to by our negligence. You indemnify us against all liability, loss or

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costs (**Loss**) that arise naturally (that is, according to the usual course of things) from any third party claim against us in respect of your use of the Telstra High Definition Telehealth service, except to the extent such claim is caused or contributed to by us. We will take reasonable steps to mitigate our Loss arising from such claim.

4 EQUIPMENT

4.1 You can:

- (a) purchase equipment from us;
- (b) rent equipment from us;
- (c) apply to lease equipment from us; or
- (d) use your own equipment, provided that the equipment has been accredited by us for use with the Telstra High Definition Telehealth service.

Purchase of equipment

4.2 If you purchase equipment from us for use with your Telstra High Definition Telehealth service, the following terms apply.

4.3 You may purchase equipment from us either by:

- (a) paying us the upfront purchase price; or
- (b) if we agree, pay us a monthly charge over a fixed term.

4.4 Title to the equipment will pass to you once you have paid us in full for the equipment. Until that time, you hold the equipment on our behalf and must promptly return the equipment if we ask you to. You are responsible for any loss or damage to the equipment from the time of delivery.

4.5 Until you have paid us in full for the equipment, you must treat the equipment as rental equipment and the obligations set out below in relation to rental equipment apply to you.

4.6 If you do not pay us the relevant charges for equipment as set out in your agreement with us, then you must:

- (a) deliver the equipment, back to us, at your expense, in good working order and condition (reasonable wear and tear excepted) to such place in Australia as we may reasonably direct; and
- (b) if applicable, immediately pay to us any applicable early termination charge or reasonable costs associated with restoring the equipment.

4.7 If you do not deliver the equipment as you are required, then:

- (a) we (the owner of equipment) may, or our agent may, enter any premises where we believe the equipment may be located for the purpose of recovering it; and
- (b) you must pay us for any expenses which we reasonably incur in recovering or attempting to recover the equipment.

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- 4.8 If you purchase equipment from us or use your own equipment, there is a risk that over time we may no longer support that equipment. We will notify you if this occurs. While this equipment may continue to function, we are unable to offer any guarantees as to the quality, performance or functioning of equipment which we no longer support.

Rental of equipment

- 4.9 If you rent equipment from us, the following terms apply.
- 4.10 We own the equipment we rent to you as part of your Telstra High Definition Telehealth service. Title to the equipment does not pass to you at any time. You are responsible for any loss or damage to the equipment from the time of delivery
- 4.11 If you cancel an order for equipment after we have ordered it from our supplier, in addition to any other rights we may have (which may include the right to charge you an early termination charge), we may require you to pay us for the equipment that has been ordered.
- 4.12 You must take reasonable care of the rental equipment and pay for any damage to your rental equipment that is caused or contributed to by you (including any of your employees, contractors or agents). If the equipment is destroyed, lost or stolen at any time, then we may charge you an additional fee to replace the equipment.
- 4.13 You must obtain and maintain adequate insurance for the value of the rental equipment and for your ability to pay all rental charges. You must make this insurance policy available to us on our reasonable request from time to time.
- 4.14 You must not modify the equipment without our consent. If modify the equipment and it impairs the condition of the equipment or diminishes its use or value, then we may charge you an additional repair fee.
- 4.15 If we agree to allow you to remove a part or modify the equipment, then you must ensure that any replacement part is of equal or better quality than the removed or original part.
- 4.16 If any part of the equipment is replaced or modified, then that replacement or new part will become part of the equipment (and is our property).
- 4.17 You must only use the equipment, including any replacement equipment provided by us:
- (a) in connection with your Telstra High Definition Telehealth service at your nominated sites;
 - (b) in a manner that is contemplated by the manufacturer and in accordance with the manufacturer's manuals and recommendations including our deployment recommendations;
 - (c) in compliance with all relevant laws (including, without limitation, laws relating to privacy);
 - (d) in accordance with our reasonable directions;
 - (e) in a suitable environment for the correct operation of the equipment; and
 - (f) with a suitable network service and must not attach or enable connection with any other equipment or service.

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4.18 You must:

- (a) ensure the availability of necessary auxiliary services for the correct operation of the equipment;
- (b) protect the equipment from electrostatic interference and power surges;
- (c) ensure that the equipment is kept in good order and repair (if you do not, we may require you to reimburse us for the reasonable cost of restoring the equipment); and
- (d) allow us (or our subcontractors) to inspect the equipment on reasonable notice.

4.19 You must not:

- (a) attempt to sell, dispose of or encumber the equipment in any way; or
- (b) alter any identifying markings on the equipment.

4.20 If your Telstra High Definition Telehealth service is cancelled or terminated for any reason, then you must:

- (a) within 14 days of cancellation or termination, deliver the equipment, back to us, at your expense, in good working order and condition (reasonable wear and tear excepted) to such place in Australia as we may reasonably direct. If the equipment is being returned from outside Australia you must ensure that all applicable import and customs taxes, charges and duties are paid in full; and
- (b) if applicable, immediately pay to us any applicable early termination charge or reasonable costs associated with restoring the equipment.

4.21 If you do not deliver the equipment as you are required, then:

- (a) we (the owner of equipment) may, or our agent may, enter any premises where we believe the equipment may be located for the purpose of recovering it; and
- (b) you must pay us for any expenses which we may reasonably incur in recovering or attempting to recover the equipment.

4.22 There is a risk that over time we may no longer support your rental equipment. We will notify you if this occurs. On request we can recommend replacement rental equipment, but we cannot guarantee that this will be available at the same price as your existing rental equipment. While equipment may continue to function, we are unable to offer any guarantees as to the quality, performance or functioning of equipment which we no longer support.

4.23 If you rent equipment from us, at the end of your minimum term, you may apply to purchase the equipment from us. If you wish to purchase your rental equipment, you must apply to us at least 30 days before expiry of the minimum term. We will discuss the price for the equipment with you on application.

4.24 Title to the equipment will pass to you once you have paid us in full for the equipment. Until that time, you hold the equipment on our behalf and must promptly return the equipment if we ask you to.

4.25 Until you have paid us in full for the equipment, the equipment will remain rental equipment

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and the obligations in relation to rental equipment (including payment of rental charges) will continue to apply to you.

Lease of equipment

- 4.26 If you lease equipment from us, the following terms apply.
- 4.27 Title in the equipment does not pass to you until all the lease charges have been paid in full. Risk in the equipment transfers to you on delivery.
- 4.28 If you cancel an order for equipment after we have ordered it from our supplier, in addition to any other rights we may have, we may require you to pay us for the equipment that has been ordered.
- 4.29 You must take the Telstra Managed Video Conferencing service in respect of leased equipment for a minimum term of 24 months.
- 4.30 You must acquire maintenance services from us in respect of the lease equipment for the same minimum term as lease equipment.
- 4.31 If we accept your application for additional lease equipment a new minimum term will apply to that lease equipment.
- 4.32 You must take reasonable care of the lease equipment and agree to pay for any damage to your lease equipment that is caused or contributed to by you (including any of your employees, contractors or agents). If the lease equipment is destroyed, lost or stolen at any time, then we may charge you an additional fee to replace the equipment.
- 4.33 You must not modify the lease equipment without our consent. If you make any modification to the equipment and it impairs the condition of the equipment or diminishes its use or value, then we may charge you an additional repair fee.
- 4.34 If you remove a part or modify the equipment, then you must ensure that any replacement part is of equal or better quality than the removed or original part.
- 4.35 If any part of the equipment is replaced or modified, then that replacement or new part will become part of the equipment (and is our property).
- 4.36 You must only use the lease equipment, including any replacement equipment provided by us:
- (a) in connection with your Telstra Managed Video Conferencing service at your nominated sites;
 - (b) in a manner that is contemplated by the manufacturer and in accordance with the manufacturer's manuals and recommendations;
 - (c) in compliance with all relevant laws;
 - (d) in accordance with our reasonable directions;
 - (e) in a suitable environment for the correct operation of the equipment; and
 - (f) with a suitable network service and must not attach or enable connection with any other equipment or service.

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4.37 You must:

- (a) ensure the availability of necessary auxiliary services for the correct operation of the equipment;
- (b) protect the equipment from electrostatic interference and power surges;
- (c) ensure that the equipment is kept in good order and repair (if you do not, we may require you to reimburse us for the cost of restoring the equipment); and
- (d) allow us (or our subcontractors) to inspect the equipment on reasonable notice.

4.38 You must not:

- (a) attempt to sell, dispose of or encumber the equipment in any way; or
- (b) alter any identifying markings on the equipment.

4.39 If your Telstra Managed Video Conferencing service is cancelled or terminated for any reason, then you must:

- (a) within 14 days of cancellation or termination, deliver the equipment, back to us, at your expense, in good working order and condition (reasonable wear and tear excepted) to such place in Australia as we may reasonably direct. If the equipment is being returned from outside Australia you must ensure that all applicable import and customs taxes, charges and duties are paid in full; and
- (b) if applicable, immediately pay to us any early applicable early termination charge or costs associated with restoring the equipment.

4.40 If you do not deliver the equipment as you are required, then:

- (a) we (the owner of equipment) may, or our agent may, enter any premises where we believe the equipment may be located for the purpose of recovering it; and
- (b) you must pay us for any expenses which we may reasonably incur in recovering or attempting to recover the equipment.

4.41 There is a risk that over time we may no longer support your lease equipment. We will notify you if this occurs. On request we can recommend replacement lease equipment, but we cannot guarantee that this will be available at the same price as your existing rental equipment. While the lease equipment may continue to function, we are unable to offer any guarantees as to the quality, performance or functioning of equipment which we no longer support.

Your equipment

4.42 For a list of equipment accredited by us for use with the Telstra High Definition Telehealth service, please contact your Telstra representative.

Other equipment

4.43 You must ensure that any equipment (other than rental or purchased equipment) used in conjunction with the Telstra High Definition Telehealth service is compatible with the equipment.

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5 INSTALLATION, COMMISSIONING AND INITIAL TESTING

Equipment

- 5.1 We will install and commission the equipment at your nominated sites at a time we agree with you. As part of the commissioning of the equipment, we will check that it operates correctly. It is your responsibility to ensure that an appropriate access service is in place at the time of installation. If you do not do so, we may not be able to conduct all checks and may need to return at a later date to install and commission your equipment. We may charge you for any return visit and will notify you of any additional charges before carrying out the work.
- 5.2 Where we notify you that an installation is complex, or where you request, we will, in consultation with you, prepare a detailed design for the installation and commissioning of the equipment, and the video conferencing service.
- 5.3 We will notify you that an installation is complex if any one or more of the following are involved:
- (a) any change to building works;
 - (b) complicated audio visual integration;
 - (c) deployment of video conferencing network customer premises equipment (for example, bridges or servers);
 - (d) large scale deployments;
 - (e) non-standard deployments; or
 - (f) if you acquired your Telstra Managed Video Conferencing service on and from 9 November 2011:
 - (i) the services of any third party designers or installers; or
 - (ii) equipment which is designed and prefabricated overseas.
- 5.4 You must:
- (a) ensure that our personnel (including our sub-contractors) are provided with a safe working environment when working on your premises and your nominated sites, including sufficient working space and facilities;
 - (b) provide us with all reasonable assistance and access to information, materials, your network and systems at your nominated sites as requested by us from time to time;
 - (c) where applicable, obtain (at your cost) all third party consents necessary for us to access and use your nominated sites and any materials requested by us;
 - (d) ensure you (or somebody on your behalf) provides cabling or any electrical work before we install the Telstra High Definition Telehealth service. On request, we can arrange cabling and/or electrical work on your behalf, at an additional charge. We will notify you of any additional charges before carrying out the work.
- 5.5 If you acquired your Telstra High Definition Telehealth service on and from 9 November

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2011, you agree to work with us (including our sub-contractors) to agree the requirements for a detailed design. The detailed design will reflect the scope that has been agreed with you, By attaching the detailed design to a signed application form, you agree to the detailed design. Any subsequent change to the detailed design may be considered a change of scope which could impact the overall design, charges, and implementation timeframes of your managed video conferencing service. After receipt of the application form with detailed design, we will liaise with you in order to develop appropriate delivery program and timeframes.

- 5.6 If you acquired your Telstra High Definition Telehealth service before 9 November 2011 and if you purchase or rent equipment from us, we aim to deliver the equipment to you within 25 business days of accepting your application but this may take longer due to a number of factors, including your location and the amount of equipment you order. You may request the equipment to be delivered earlier, and if we can meet your request, we will charge you an additional amount which we will notify to you beforehand.
- 5.7 If you acquired your Telstra High Definition Telehealth service on and from 9 November 2011, and you purchase, rent or lease:
- (a) video conferencing terminal equipment from us, we aim to complete installation and commissioning of the equipment within 30 business days of accepting your application.
 - (b) video conferencing infrastructure equipment from us, we aim to complete installation and commissioning of the equipment within 48 business days of accepting your application.
- 5.8 You may request the equipment to be delivered earlier, however we will charge you an additional amount which we will notify to you beforehand.

Installation and commissioning

- 5.9 On your request, we will install and commission your video conference service. You agree to provide us with reasonable assistance during the installation and commissioning process, including as agreed in the detailed design.
- 5.10 If you acquired your Telstra Managed Video Conferencing service before 9 November 2011, we will aim, but do not guarantee, to install and commission your video conference service within 25 business days of accepting your application, unless you have agreed a detailed design with us, in which case we will aim, but do not guarantee, to meet the agreed dates in the detailed design.
- 5.11 If you acquired your Telstra High Definition Telehealth service on and from 9 November 2011, we will aim, but do not guarantee, to install and commission your video conference service within:
- (a) 30 business days of accepting your application if no changes to your network infrastructure are required; or
 - (b) 48 business days of accepting your application if changes to your network infrastructure are required,

unless you have agreed a detailed design with us, in which case we will aim, but do not guarantee, to meet the agreed dates in the detailed design.

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5.12 Following installation and commissioning, we will test your video conference service to check that it operates correctly. If your video conferencing service does not work, we will assist in determining the cause of the problem.

Audiovisual Integration and Video Conferencing Room Build

5.13 You may apply for us to provide services related to the design and build of customised video conferencing deployments. If we accept your application, the following terms apply.

5.14 You agree to provide us (and our contractors) with all reasonable assistance to agree the scope for a detailed design. We will provide you with a detailed design reflecting the agreed scope.

5.15 If you wish to proceed with the detailed design, you should sign and return to us the application form with the detailed design attached. By attaching the detailed design to a signed application form, you agree to the detailed design.

5.16 Any subsequent change to the detailed design may be considered a change of scope which could impact the overall design, charges, and implementation timeframes of your managed video conferencing service.

5.17 After receipt of the application form with detailed design, we will contact you in order to develop an appropriate delivery program and timeframes.

5.18 Unless otherwise expressly stated in the detailed design, the charges, and proposed timeframes in the detailed design exclude:

- (a) any costs associated with delays resulting from the presence of asbestos or other hazardous materials and the removal of such material;
- (b) installation and activation of your power cabling and carriage service;
- (c) any costs associated with lost time due to re-scheduling, union/industrial disputes, or delays due to unforeseen circumstances which are not caused by us or our representatives;
- (d) cutting channels or core holes into concrete.

5.19 We will not commence work until you provide a signed application form with the detailed design attached.

5.20 If you reject the detailed design, we will work with you in good faith to address any of your reasonable concerns and then submit a revised detailed design for your approval. Once the detailed design has been agreed, you should sign and return to us the application form with the detailed design attached and we will start implementing the detailed design.

5.21 You must:

- (a) provide free and clear access to your nominated sites;
- (b) provide a single point of contact for project co-ordination and resolution of on-site requirements;
- (c) provide us with a minimum of seven (7) business days notice to reschedule any work;

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5.22 Following completion of work, we will test your video conference service to check that it operates correctly. We will activate your Telstra Managed Video Conference service once we have received your signed acceptance of completion of the work. If your video conferencing service does not work, we will assist in determining the cause of the problem. It is your responsibility to ensure that an appropriate access service is in place at the time of installation. If you do not do so, we may not be able to conduct all checks.

Your premises

- 5.23 You must ensure that your premises are suitable for video conferencing, including providing suitable power, lighting, network infrastructure and data cabling points and ensuring that you have a suitable wall structure for any installation.
- 5.24 You must provide us (and our contractors) with access to your video conference rooms, storage facilities for spare equipment (where required as part of the Telstra High Definition Telehealth service), CPE accounts and passwords necessary to access your equipment and provide the Telstra High Definition Telehealth service. Additional fees may apply if we (or our contractor) attend your site but are unable to access your site or equipment.
- 5.25 If you request, or if we recommend, we can carry out a site survey to assess your premises for video conferencing. A fee may be charged for this service, as set out in your separate agreement with us.
- 5.26 If following the site survey we recommend a network upgrade, you must agree to this upgrade before we will agree to provide the Telstra High Definition Telehealth service.
- 5.27 As part of installation and commissioning of your Telstra High Definition Telehealth service, you may request us to assist with modifying your premises for video conferencing. If we (or our contractors) can assist in modifying your premises, we will separately agree the cost of this service in advance. You must obtain (at your cost) all necessary consents in order for us to perform this service.

6 WALL MOUNT DEPLOYMENT

- 6.1 If you select a wall mount deployment option, you:
- (a) confirm and must ensure that your premises have an appropriately solid and stable dual panel wall with studs no further apart than once every 60 cms, certified as load-bearing sufficient to support the weight of the screens (maximum weight of one screen at 52Kg, or two screens at 104Kg) and all related cabling, brackets and other associated equipment ("**Suitable Wall Structure**");
 - (b) acknowledge and agree that it is your responsibility to ensure that you have a Suitable Wall Structure; and
 - (c) to the full extent allowed by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, if you breach or fails to comply with clause 6.1(a) or 6.1(b), we are not liable to you in connection with the wall mount deployment (including if the relevant wall does not have sufficient load bearing for the required equipment and related materials), except to the extent the relevant issue is caused by our (or our subcontractors') gross negligence.
- 6.2 Screens larger than 60 inches are not installed as standard. If you interested in larger screens, please contact to your Telstra representative.

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- 6.3 Once we have accepted your application form, we, or our contractor, will attend your site to begin the wall mount deployment ("**Initial Site Visit**"). If during the Initial Site Visit, we or our contractor reasonably determines that your site is not currently suitable for a wall mount deployment, we may contact you to arrange a subsequent site inspection ("**Subsequent Site Inspection**") but this does not limit your acknowledgement above. You must allow safe access to the proposed site for us or our contractor during the Initial Site Visit and any applicable Subsequent Site Inspection.
- 6.4 During or after the Initial Site Visit or the Subsequent Site Inspection (as applicable), we or our contractor may present you with:
- (a) an additional wall-mount deployment fee in addition to the installation charges;
 - (b) instructions for you to remedy the site for a wall mount deployment (including at a minimum, instructions to ensure a Suitable Wall Structure at the site); or
 - (c) a solution other than a wall mount deployment for your Managed Video Conferencing service (such as a standard deployment).
- 6.5 If you accept the additional wall-mount deployment fee or choose to proceed with the remedial work then you must, prior to installation commencing:
- (a) confirm that authorisation to proceed with a wall mount has been secured from the owner of the property (if you are not the owner), and provide this to us prior to commencement of installation;
 - (b) on request by us, facilitate us or our contractor meeting with the building owners to discuss the wall mount (where applicable); and
 - (c) confirm to us that the site has been remedied in accordance with the instructions given above (where applicable), and agree that this does not limit your acknowledgement above.
- 6.6 If at any time you do not proceed with the wall mount deployment option at a particular site for any reason, or if the technician determines that a particular site is not suitable for the wall mount deployment option, you:
- (a) agree to pay the charge set out in your application form or separate agreement with us for each visit to the site (including the Initial Site Visit and the Subsequent Site Inspection); and
 - (b) agree to purchase the equivalent package with the standard deployment option (mounted on a stand). For example, if you had ordered an HDX7000 to be installed with 2 x 52 inch LCD screens (Wall Mounted), you agree to purchase the equivalent HDX7000 standard deployment package with 2 x 52 inch LCD screens.
- 6.7 You may apply to us for a quote to decommission the wall mount installation at the end of the contract period. Unless specified in the list of products and services in your application form or separate agreement with us, decommissioning is not included.

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7 FACILITIES MANAGEMENT

- 7.1 You may apply for Facility Management service for your Telstra Managed Video Conference service either on an ongoing or a once off basis by completing and returning the booking form to us at least 15 business days in advance of your preferred start date.
- 7.2 If you apply for the Facilities Management service on less than 15 business days notice, we cannot guarantee that we will meet your request.
- 7.3 If we accept your application, we will provide a video conferencing consultant at your nominated site(s) to provide assistance with your Telstra Managed Video Conference service (such as scheduling, call initiation and problem solving, and liaising with the Telstra Helpdesk if required).
- 7.4 You must:
- (a) ensure that our video conferencing consultant is provided with a safe working environment when working at your nominated sites, including sufficient working space and facilities;
 - (b) provide our video conferencing consultant with all reasonable assistance and access to information, materials, your network and systems at your nominated sites as requested by us from time to time; and
 - (c) where applicable, obtain (at your cost) all third party consents necessary for our video conferencing consultant to access and use your nominated sites and any materials requested by us.

8 SUPPORT AND MAINTENANCE (FOR TELSTRA MANAGED VIDEO CONFERENCING SERVICES ACQUIRED BEFORE 9 NOVEMBER 2011)

Helpdesk

- 8.1 You can ask for our assistance with your access service or equipment via our helpdesk. The helpdesk is available between 7am - 7pm (prevailing time in Melbourne) on business days. You can still log a call outside of these hours and we will endeavour to return your call as soon as possible. You can also report faults with your access service via the helpdesk.
- 8.2 We aim (but do not guarantee) to answer 90% of helpdesk calls within 30 seconds.

On-site technical support

- 8.3 On request, we will provide you with on-site technical support for your access service or equipment during business hours.
- 8.4 From time to time, we may engage subcontractors to perform on-site technical support. You agree to allow our subcontractors to perform on-site technical support.
- 8.5 There are certain situations where we will charge you for on-site technical support. These include where:
- (a) we perform on-site technical support outside of business hours on your request;
 - (b) you require on-site technical support as a result of an issue with the connecting carriage service to your access service;

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- (c) you require on-site technical support as a result of failure in your equipment and the failure is due to:
 - (i) failure to follow our installation, operation, maintenance or other instructions;
 - (ii) any unauthorised modification or alteration to the equipment;
 - (iii) any change or alteration to our equipment configurations, firmware or software;
 - (iv) abuse, misuse, negligent acts or omissions by you or any person under your control; or
 - (v) an event or act outside our reasonable control.
- (d) you require on-site technical support on equipment that we do not support.

Your premises

- 8.6 You agree to allow us or our subcontractors to enter your premises to perform on-site technical support. You must ensure that your premises are a safe working environment for us and our subcontractors, and that we and our subcontractors can access your IT infrastructure and the equipment, including by providing security access cards and details for a contact person, where appropriate.

Planned maintenance

- 8.7 We will endeavour to carry out planned maintenance without affecting your Telstra High Definition Telehealth service. We try to perform any maintenance that may disrupt the Telstra High Definition Telehealth service between 1.00 am and 6.00 am Australian Eastern Standard Time. If we are required to perform emergency maintenance on the Telstra High Definition Telehealth service, we will endeavour to inform you as soon as possible.

9 WARRANTY MANAGEMENT (FOR TELSTRA MANAGED VIDEO CONFERENCING SERVICES ACQUIRED BEFORE 9 NOVEMBER 2011)

- 9.1 We manage the warranty benefits for the equipment we provide to you. We do not provide warranty management for ineligible equipment, which includes, but is not only, equipment:
- (a) that you acquired separately to the Telstra High Definition Telehealth service, even where it is on the accredited list for use with the Telstra High Definition Telehealth service;
 - (b) where you, a third party, or an event beyond our reasonable control, causes or contributes to the equipment's damage, destruction or fault; or
 - (c) that suffers from reasonable wear and tear.
- 9.2 Warranty management involves us liaising with the supplier of equipment on your behalf to report faults and seeking to obtain applicable warranty benefits such as repair or replacement of the faulty equipment. For example, if a part of your equipment is faulty and the warranty for your equipment specifies that you are entitled to a replacement part, we will liaise with the supplier to attempt to obtain this on your behalf.
- 9.3 We will only provide warranty management during the warranty period for the equipment.

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The warranty period may vary depending on the equipment.

- 9.4 The procedure for warranty management is as follows:
- (a) You notify the helpdesk of the faulty equipment and if needed, provide us with relevant equipment details and location information.
 - (b) The helpdesk will discuss the faulty equipment with you and try to confirm and resolve the fault over the phone. If this does not resolve the fault, we will attend your site.
 - (c) Once we attend your site, we can confirm if warranty management is needed. If we reasonably determine that warranty management is not needed, or your equipment is not eligible for warranty management (as described above), you agree to promptly pay us our reasonable costs for our attendance at your site.
 - (d) We notify the supplier of the equipment of the fault and find out from the supplier how we should proceed.
 - (e) If you are entitled to a replacement part or the equipment is to be repaired, then the supplier will arrange for this through us and then send the equipment back to you. You have to promptly tell us once you receive that equipment.
 - (f) A Telstra representative will install and commission the fixed or replaced equipment at your site and return any non-consumable parts to the supplier of the equipment.
- 9.5 You acknowledge that warranty management is limited to liaising with the supplier of the equipment on your behalf. We are not responsible for ensuring that you receive replacement parts or repair services and we are not responsible for the acts or omissions of the supplier of the equipment.
- 9.6 You are responsible for all costs and repairs in your equipment for faults that are not covered by the applicable warranty.

Spare parts

- 9.7 In addition to the warranty maintenance described above, you may have certain sites where you require rapid repair or replacement of spare parts or equipment. To facilitate this, you must keep the spare parts that we recommend at that site. The cost of those spare parts will be separately agreed with you.
- 9.8 If you receive a replacement part, we (or the supplier of the equipment) may keep the part that is being replaced.
- 9.9 Spare parts replacement is where we arrange for the repair and replacement of faulty equipment at your expense. We will aim, but cannot guarantee, that we will perform a part replacement within the manufacturer's spare parts replacement process. However, if there are pre-determined and supplied on-site spares available we will use those spares to perform the spare parts replacement.
- 9.10 If our helpdesk advises you that spare parts replacement is appropriate, we will collect, or arrange for the collection of, the equipment from you.
- 9.11 You must make the equipment available to us for collection, and you are responsible for any loss or damage to the equipment up to and including the time we collect the returned

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equipment.

- 9.12 We are responsible for any loss or damage to the repaired or replaced equipment from the time we collect the returned equipment up to the time that it is delivered back to you.
- 9.13 If the fault in your equipment is not covered by the applicable warranty, you are responsible for all costs associated with repairing the fault.

10 TRAINING

- 10.1 On request, we will provide you with training in relation to your equipment and software. The fee for this training will be advised on application.
- 10.2 If you acquired your Telstra Managed Video Conferencing service on and from 9 November 2011 and you apply for training (other than basic training at time of install) which requires us to attend your site(s), we may charge you for transport and accommodation costs incurred by our trainers in addition to the charges for the training.
- 10.3 We may provide you with other training at no additional charge from time to time.
- 10.4 We will include the fees for any training you request in your first bill after we have commissioned your service, so you may be billed before we have delivered the training.

11 SOFTWARE

- 11.1 We may provide you with a software client that enables the recording and storage of video and audio conferences and content sharing during conferencing. You acknowledge that the software client will be provided on the terms set out at <http://www.polycom.com.au/support/video/index.html>.
- 11.2 To access the software terms on the website listed above, please choose the appropriate software, and then the release notes for the software version applicable to your equipment (which may not be the most recent version of the software, if the most recent version has not been confirmed by us as compatible with your equipment). Your Telstra account representative will be able to provide you with the name of the software and the correct version number.
- 11.3 You acknowledge that if you install software, other than the software recommended by us, this will not be supported as part of the Telstra High Definition Telehealth service.
- 11.4 We may provide you with upgrades to this software at no additional cost within a reasonable period of time after an upgrade is publicly released by the software manufacturer and we have tested the software for compatibility with your equipment and our networks. You can ask us questions about the installation of the software and we will provide you with support to install the upgrade via the helpdesk.

Notification of Software updates

- 11.5 From time to time, we may provide you with email alerts regarding software updates, security issues and product information. You must provide us with a suitable email address so we can provide you with these email alerts. We will use the email address that you provide us. You consent to receiving these emails.

12 TARGET SERVICE LEVELS (TELSTRA MANAGED VIDEO CONFERENCING

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SERVICES ACQUIRED BEFORE 9 NOVEMBER 2011)

- 12.1 These target service levels are only available to you:
- (a) while your equipment is supported by us. We will notify you if your equipment becomes unsupported;
 - (b) where the configuration and setup of your equipment is approved by us. If you modify our approved configuration or setup, the target service levels below will not apply to you;
 - (c) if you have or agree to acquire Managed WAN management of your routers and associated switches.
- 12.2 For unsupported or modified equipment, helpdesk or on-site technical support staff may not have the relevant training, expertise or qualifications to assist with your queries.
- 12.3 As part of the service level targets, we may use remote access, access to helpdesk, and on-site technical support to manage and assist in the response and restoration of your access service or equipment.
- 12.4 We will aim, but do not guarantee, to respond to requests regarding your access service or equipment within the time periods set out in Table 1.
- 12.5 You must ensure that you and your clients provide information and other assistance reasonably required by us or our suppliers to ensure fault rectification in accordance with the service level targets. We will not be responsible for any failure to meet the service levels which is caused or contributed by your failure or delay in providing information or other assistance reasonably required by us.

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Table 1: Target Service levels

SERVICE	HOURS OF COVERAGE (1) (PREVAILING TIME IN MELBOURNE)	SEVERITY	RESPONSE AND UPDATE TIMES		TARGET TIME TO RESTORE – TELEPHONE ASSIST (SELF MANAGED SERVICE LEVEL) OR WHERE REMOTE ACCESS TOOLS APPLY (STANDARD SERVICE LEVEL)	TARGET FIELD TIME TO RESTORE –URBAN SITES	TARGET FIELD TIME TO RESTORE –RURAL SITES	TARGET FIELD TIME TO RESTORE – REMOTE SITES (3)
			TIME	(HRS)				
Helpdesk Service	Business Hours Staff scheduled from the hours of 07:00 Hrs to 19:00 Hrs within Service coverage definitions	1	Within 15 minutes from the initial report	Updates provided every Business Hour until resolution	4 Hrs	Within 12 business hours of response	Within next business day + 1	7 business days
		2	Within 30 minutes from initial trouble ticket creation resulting from an alarm	Updates provided every 3 Business Hours until resolution	8 Hrs	Within 12 business hours of response	Within next business day + 1	7 business days
	3	Updates provided every 8 Business Hours until resolution		24 Hrs	Within 48 Hrs of response	Within 72 Hrs of response	7 business days	
Scheduled Service outage	By arrangement with the Client between these hours – 21:00 Hrs and 06:00 Hrs	4	As required	No Updates Provided	Within 72 Hrs of response	Within 72 Hrs of response	Within 72 Hrs of response	7 business days

(1) All the above times are based on prevailing Melbourne time. Charges may apply for calls raised outside of the scheduled hours listed in Table 1.

(2) All Restore times are subject to the underlying network availability and the subsequent restore time of those network services. The nominated restore times do not cover equipment failure requiring replacement equipment. In that instance resolution time is considered as next business day.

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(3) Field time to restore for Remote sites can be improved if you hold spares at an appropriate location and acquire the appropriate training. Please discuss this option with your Account Manager.

12.6 For the purposes of Table 1, the following meanings apply:

Remote means a township/community grouping of less than 200 people or township/community grouping located outside a standard zone.

For a list of charging zones that are outside standard zones, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms. The list for home and family customers can be found at http://www.telstra.com.au/customer-terms/home-family/home-phone-services/charging-zones/?red=/customerterms/home_charging.htm; and the list for business and government customers can be found at http://www.telstra.com.au/customer-terms/business-government/fixed-line/charging-zones/?red=/customerterms/bus_charging.htm.

Rural means a township/community grouping of 200 people or more but less than 10,000 people.

Severity 1 means that your video conference system is unavailable during or within a pre-scheduled 4 hour meeting period.

Severity 2 means that the video conference system is unavailable or severely degraded and there are meetings pre-scheduled within 24 hours.

Severity 3 means that the video conference system is unavailable or severely degraded but there are no meetings pre-scheduled for 24 hours.

Severity 4 means non business affecting, questions, minor technical issues.

Urban means a township/community grouping of 10,000 people or more.

13 SUPPORT, MAINTENANCE AND SERVICE LEVEL TARGETS (FOR TELSTRA MANAGED VIDEO CONFERENCING SERVICES ACQUIRED ON AND FROM 9 NOVEMBER 2011)

13.1 If you acquire your Telstra Managed Video Conferencing service on and from 8 July 2011, you may select one of the following service levels:

- (a) Essentials Managed service – Business Hours;
- (b) Essentials Managed service – Business Plus;
- (c) Enhanced Managed service – Business Hours; or
- (d) Enhanced Managed service – Business Plus.

13.2 The charges for your selected service level are set out in your application form or separate agreement with us.

13.3 If you do not select a service level, your Telstra Managed Video Conferencing service will be automatically provisioned, and charged for, with Essentials Managed service – Business Hours.

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- 13.4 You may select a service level independently for each video endpoint or video network device. However, if a video network device is deployed, you must select a service level for the video network device which is equal or higher than that for any video endpoints.
- 13.5 These service levels are only available to you while your equipment is supported by us. We will notify you if your equipment becomes unsupported. In addition, the service levels are only available where the configuration and setup of your equipment is approved by us. If you modify our approved configuration or setup, the service levels below will not apply to you.
- 13.6 For unsupported or modified equipment, helpdesk or on-site technical support staff may not have the relevant training, expertise or qualifications to assist with your queries.
- 13.7 The table below sets out support available with each service level.

Support	Description	Essentials Managed service	Enhanced Managed service
Helpdesk	User help provided with 1800 toll free.	√	√
Technical Support (Phone)	Customer calls Telstra to receive technical assistance over the phone.	√	√
Technical Support (Technical Link)	Following a call to the helpdesk, Telstra Techs connect to the suspect equipment, allowing deeper, more accurate investigation, remote rebooting and soft fixes.	X	√
Onsite Fix / Replace	Telstra technicians visit customer site	√	√

Helpdesk and Technical Support

- 13.8 You can ask for our assistance with your access service or equipment via our helpdesk. The helpdesk will be available between 8am - 5pm (AEST or AEDST when applicable) on business days. Calls to the helpdesk at all other times are directed to our afterhours call centre, which will pass your contact details to an on-call helpdesk representative. The on-call helpdesk representative will return your call.
- 13.9 If you acquire equipment from us that allows for the use of peripheral devices and the peripheral devices are not purchased from us, you must contact the supplier for support of the peripheral devices. Our support is limited to the equipment purchased from us.

Onsite Fix / Replace

- 13.10 If you report a fault with your Managed Video Conferencing service and we are not able to resolve it remotely, on request, we will provide you with on-site technical support for your access service or equipment during business hours.
- 13.11 From time to time, we may engage subcontractors to perform on-site technical support. You agree to allow our subcontractors to perform on-site technical support.

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- 13.12 There are certain situations where we will charge you for on-site technical support. These include where:
- (a) you have either Essentials Managed service – Business Hours or Enhanced Managed service – Business Hours and we perform on-site technical support outside of business hours on your request;
 - (b) you require on-site technical support as a result of an issue with the connecting carriage service to your access service;
 - (c) you require on-site technical support as a result of failure in your equipment and the failure is due to:
 - (i) failure to follow our installation, operation, maintenance or other instructions;
 - (ii) any unauthorised modification or alteration to the equipment;
 - (iii) any change or alteration to our equipment configurations, firmware or software;
 - (iv) abuse, misuse, negligent acts or omissions by you or any person under your control; or
 - (v) an event or act outside our reasonable control.
 - (d) you require on-site technical support on equipment that we do not support.

Your premises

- 13.13 You agree to allow us or our subcontractors to enter your premises to perform on-site technical support. You are responsible for ensuring that your premises are a safe working environment for us and our subcontractors.

Warranty management

- 13.14 We manage the warranty benefits for the equipment we provide to you. We do not provide warranty management for equipment that you have acquired separately to the Telstra Managed Video Conferencing service, even where this has been accredited by us for use with the Telstra Managed Video Conferencing service.
- 13.15 Warranty management involves us liaising with the supplier of equipment on your behalf to report faults and seeking to obtain applicable warranty benefits such as repair or replacement of the faulty equipment. For example, if a part of your equipment is faulty and the warranty for your equipment specifies that you are entitled to a replacement part, we will liaise with the supplier to obtain this on your behalf.
- 13.16 We will only provide warranty management during the warranty period for the equipment. The warranty period may vary depending on the equipment.
- 13.17 The procedure for warranty management is as follows:
- (a) You notify the helpdesk of the faulty equipment;
 - (b) we will notify the supplier of the equipment of the fault and find out from the supplier how we should proceed;

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- (c) we may direct you to send the faulty equipment to us or the supplier at your expense (if this is required by the supplier of the equipment);
- (d) if you are entitled to a replacement part or the equipment is to be repaired, then the supplier will arrange for this through us and then send the equipment back to you.
- (e) A Telstra representative will install and commission the fixed or replaced equipment

13.18 You acknowledge that warranty management is limited to liaising with the supplier of the equipment on your behalf. We are not responsible for ensuring that you receive replacement parts or repair services and we are not responsible for the acts or omissions of the supplier of the equipment.

13.19 You are responsible for all costs and repairs in your equipment for faults that are not covered by the applicable warranty.

13.20 If you receive a replacement part, we (or the supplier of the equipment) may keep the part that is being replaced.

Service level targets

13.21 We aim, but do not guarantee, to respond to requests regarding your video conferencing equipment within the time periods set out in the table below.

	Essentials Managed service - Business Hours / Enhanced Managed service – Business Hours	Essentials Managed service - Business Plus / Enhanced Managed service – Business Plus
Helpdesk Hours	Mon – Fri, 08.00 – 17.00	24x7
Response Time	120 Mins	60 Mins
Restore Times: Work undertaken during business hours only		
Urban Restore	End of Next Business Day	12 Hrs
Rural Restore	Urban + 1 Business Day	Urban + 1 Business Day
Remote Restore	Urban + 2 Business Days	Urban + 2 Business Days

Notes:

1. All Restores times are subject to the underlying network availability and the subsequent restore time of those network services. The nominated restore times do not cover equipment failure requiring replacement equipment.

2. Field time to restore for Remote sites can be improved if you hold spares at an appropriate location and acquire the appropriate training. Please discuss this option with your Account Manager.

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Planned outages

13.22 From time to time we may need to implement a planned outage. This may involve us interrupting your Managed Video Conferencing service to perform work such as network upgrades, modifications to hardware or software or testing.

13.23 We will use reasonable endeavours to:

- (a) provide you with at least 2 business days notice (via email or otherwise) prior to the planned outage;
- (b) ensure that planned outages on business days are between the hours of 19:30 -06:00 (AEST or AEDST when applicable); and
- (c) ensure that any planned outage does not exceed 10 hours per quarter in total.

14 SPECIAL MEANINGS

14.1 The following words have the following special meanings:

business day means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located.

business hours means 8am to 6pm (AEST or AEDST when applicable) on business days. For the avoidance of doubt, if you have Essentials Business Hours or Enhanced Business Hours, access to the Helpdesk is between 8am and 5pm (AEST or AEDST when applicable), as set out in the Service level targets table above.

Remote means a township or community with a population of less than 200 people.

Response time means the time from which the incident is logged to the time when a resource is allocated to attend to the incident;

Restore time means the time from which the incident is logged to the time when the incident is closed;

Rural means a township or community with a population of 200 people or more but less than 10,000 people;

Urban means a township or community with a population of 10,000 people or more.