

OUR CUSTOMER TERMS

IP SOLUTIONS SECTION – PART A - GENERAL

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Certain words are used with the specific meanings set out under clause 7 of this Part A or in the General Terms of our Customer Terms at

http://www.telstra.com.au/customerterms/bus_government.htm.

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1 ABOUT THE IP SOLUTIONS SECTION

Our Customer Terms

- 1.1 This is the IP Solutions section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms at http://www.telstra.com.au/customerterms/bus_government.htm 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 the IP Solutions Section, then the IP Solutions section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the IP Solutions section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

Parts of the IP Solutions Section

- 1.5 The IP Solutions section is divided into separate documents:
 - (a) Part A – General
 - (b) [Part B – IP Networking Services](#)
 - (c) [Part C – Value Added Services](#)
 - (d) [Part D – Service Levels](#)
- 1.6 Parts A, B and D apply to every IP Solution. Part C also applies if you get a value added service.

No assignment or resupply

- 1.7 This clause applies if you signed up for your IP Solution after 28 February 2012. Each IP Solution (including each IP Networking Service and each Value Added Service) is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply these services to a third party.

2 IP SOLUTIONS

What is an IP Solution?

- 2.1 An IP Solution is an Internet Protocol based data network solution that is designed according to your requirements. An IP Solution consists of at least one IP Networking Service and may also include value added services.
- 2.2 You can use an IP Solution to connect a number of different sites using a wide range of connection services including fibre, Frame Relay, ADSL, Ethernet Lite, our Iterra Digital satellite service and ATM.

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2.3 If you continue to acquire an IP Solution that uses Business DSL as a connection service on or after 24 May 2010, this section of Our Customers Terms applies to your service as if references to "Ethernet Lite" were references to "Business DSL".

2.4 You can also use an IP Solution for users to access data and applications using dial-up or wireless services.

Example: an IP Solution can be used to:

- connect a head office in the Sydney CBD to a server in North Sydney using an IP MAN;
- connect a head office in Melbourne to a branch office in Brisbane using an IP WAN;
- allow end users to access data and applications using wireless technology.

2.5 You can also add a wide range of value added services to your IP Solution, including:

- access to your Telstra dedicated hosting server from your network;
- access to the Internet from your network;
- virus scanning;
- firewalls;
- content filtering;
- digital certificates;
- smart cards;
- Trans Tasman IP to connect your New Zealand office sites; and
- customer network reporting.

3 GENERAL CHARGES

New IP Solution

3.1 We charge you the following for connecting a new IP Solution:

IP SOLUTIONS CONNECTION CHARGE	GST EXCL.
Each IP Solution	\$5,000.00

Adds/moves/changes

3.2 We charge you the following charge if you ask us to make any changes to your IP Solution:

ADDS/MOVES/CHANGES CHARGE	GST EXCL.
Per change request	\$100.00

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Additional charges

- 3.3 We charge you for all reasonable costs and expenses we incur in connection with repairing, modifying or altering any of our property where those costs or expenses are caused by your equipment being connected to and interfering with our telecommunications network, except to the extent equipment being connected to and interfering with our telecommunications network is caused or contributed to by us.
- 3.4 We charge you the agreed amount for any work that we agree to perform and that we do not have to perform under the IP Solutions section of Our Customer Terms. If there is no agreed amount for any work, then we charge you for that work on a time and materials basis at our then current rates.

4 IP ADDRESSES

- 4.1 We can provide you with IP addresses with IP Wireless or Secure IP Roaming.
- 4.2 We grant you a non-exclusive, non-transferable licence to use any IP addresses that we provide to you in software and hardware devices nominated by us. The licence is for the sole purpose of enabling those devices to be used with your IP Wireless or Secure IP Roaming service.
- 4.3 We can terminate your licence to use an IP address immediately, by telling you, if:
- (a) you breach a material condition of the licence;
 - (b) you do not pay any amount you owe us by the due date; or
 - (c) the IP address was provided for use with an IP Wireless or Secure IP Roaming service that we no longer provide to you.
- 4.4 Your licence to use an IP address that we provide to you terminates immediately if your IP Wireless or Secure IP Roaming service is cancelled (for any reason other than as a result of our material breach).
- 4.5 When your licence to use an IP address ends, you must immediately stop using the IP address and remove it from all software and hardware devices.
- 4.6 We do not have to supply IP addresses to you.
- 4.7 We can require you to provide us with IP addresses from within a certain block as a condition of providing an IP Wireless or Secure IP Roaming service to you.
- 4.8 If you provide us with an IP address, we can ask for written permission from the registered owner of that IP address to route that IP address on your behalf. If we do not receive that written permission, we can refuse to route that IP address through our network and we can cancel your IP Wireless or Secure IP Roaming service.

5 OTHER MATTERS

Connecting your service

- 5.1 The rate and technical means by which we supply the IP Networking Service is entirely at our discretion.

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Cancellation fees

- 5.2 The service provisioning cancellation fees and the cancellation fees are a reasonable pre-estimate of the loss that we are likely to suffer as a result of the early cancellation of a IP Networking Service.

You may have outages and faults

- 5.3 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, the IP Solution will not be supplied at all times or without any outage, fault or delay.

Power supply

- 5.4 We do not connect any equipment that is used to provide a IP Solution to an uninterruptible power supply.

Assistance and safety precautions

- 5.5 You must provide us with all reasonable assistance (including access to your sites and systems) to enable us to meet our obligations. You must take all safety precautions reasonably necessary to ensure that we can safely and properly perform all work that we need to perform at your sites.

Things beyond our control

- 5.6 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable for failing to comply with the IP Solutions section of Our Customer Terms (including failing to meet a service assurance level) because of the occurrence of something beyond our control, including:
- (a) a governmental restraint, expropriation or prohibition, (including a competition notice issued to us); abnormal power conditions (including power failure); unavailability or delay in the availability of software, equipment or transport; inability or delay in granting or obtaining governmental approvals, consents, permits or licences;
 - (b) unscheduled emergency maintenance or scheduled downtime for system maintenance on our systems;
 - (c) you failing to meet your obligations;
 - (d) any interference or damage you cause;
 - (e) using an IP Solution with (or faults in or failure of) equipment, software or services not provided or approved in writing by us; or
 - (f) changes made to any part of a service by anyone other than us.
- 5.7 You must not undertake or otherwise arrange for any activity which adversely affects our network, the provision of IP Networking Services or value added services to you or any of our customers including, but not limited to, bandwidth testing.

6 WITHDRAWING THE SERVICE

- 6.1 We can withdraw IP Solutions, and cancel your IP Solutions in accordance with the General Terms of Our Customer Terms.

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7 SPECIAL MEANINGS

The following words have the following special meanings in this section:

access bandwidth is the data throughput rate of your IP MAN single uplink, IP MAN dual uplink or IP MAN fully redundant connection, as the case may be.

an **end user** is a person who accesses a site using IP Wireless or Secure IP Roaming.

an **exchange** is a facility used by us to provide IP Networking Services or New Zealand IP Networks.

an **IP Networking Service** is an IP MAN, IP WAN, or IP Wireless service.

a **port** is one of our digital transmission interfaces.

a **site** is a location (agreed by you and us) that you want to use with your IP Solution.

a **New Zealand IP Network** is an IP network that is located in New Zealand and provided by us.

Trans Tasman IP Connectivity is a connection between an exchange located in Australia and an exchange located in New Zealand.