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Certain words are used with the specific meanings set out on page 20 and in [the General Terms of our Customer Terms](#).

1 About the Connect IP[®] section

Our Customer Terms

- 1.1 This is the Connect IP[®] section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) 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 Connect IP section, then the Connect IP section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Connect IP 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.

References to our network

- 1.5 If any term of Our Customer Terms which is expressly incorporated refers to “our network”, “our public switched telephone network”, “Telstra Network” or anything similar, for the purposes of this Section those terms will be taken to also include a reference to the **nbn**TM network and a reference to “service” in those terms will be taken to include a reference to **nbn** Services.

2 About Connect IP

What is Connect IP?

- 2.1 Connect IP is an Internet Protocol based data network solution that is comprised of IP Connectivity (but not Internet access or usage) (“**network service**”) and one or more of the following IP WAN standard connections for each site:
 - (a) Telstra Connect IP DSL Service, an asymmetrical digital subscriber line (ADSL) service and supplied equipment for each site (“**DSL site service**”);
 - (b) Telstra Connect IP Ethernet Lite Service, a Ethernet Lite service and supplied equipment for each site (“**Ethernet Lite site service**”);
 - (c) Telstra Connect IP Frame Relay Service, a Frame Relay service and supplied equipment for each site (“**Frame Relay site service**”);
 - (d) Telstra Connect IP Ethernet Service, an Ethernet Single Uplink service and supplied equipment for each site (“**Ethernet site service**”);

- (e) Telstra Connect IP Mobile primary service and supplied equipment for each site (“**Mobile site service**”); or
- (f) Connect IP Broadband, a service using **nbn** Traffic Class 4 (TC4) delivered over the **nbn** network (“**Broadband (nbn) Access Service**”);
- (g) Connect IP Ethernet over **nbn** a service using **nbn** Traffic Class 2 (TC2) delivered over the **nbn** network (“**Ethernet over nbn Access Service**”); and
- (h) Connect IP Direct Fibre over **nbn**, utilising the **nbn** Enterprise Ethernet Traffic Class High service delivered over the **nbn** network (“**Direct Fibre over nbn Access Service**”),

each a “**site service**” and together, the “**site services**”. The site services together with the network service is the “**Connect IP service**”.

- 2.2 In addition to the above primary access services, you may also apply for a Connect IP Mobile back up service as a service backup if your primary access fails (CIP **Mobile Back Up**). However, the CIP Mobile Back Up service is not available as a service backup if you have the Mobile site service as your primary access service.
- 2.3 If you continue to acquire a Telstra Connect IP Business DSL service on or after 3 May 2010, this Connect IP section of Our Customer Terms applies to your service as if references to “Ethernet Lite” were references to “Business DSL”.
- 2.4 The IP WAN services are provided on the terms and conditions set out in the IP Solutions section of Our Customer Terms.
- 2.5 You may also select one or more of the optional features described below in this Connect IP section.

What is Basic Internet Gateway?

- 2.6 A Basic Internet Gateway provides IP Connectivity to Telstra Internet Direct starting at 64Kbit/s up to 2048 Kbit/s.
- 2.7 You must have and maintain a Telstra Internet Direct service to obtain an Internet gateway package as set out in the Internet Solutions section of Our Customer Terms. If you no longer have a Telstra Internet Direct service, then we will stop providing your Internet gateway package.
- 2.8 You acknowledge that you are responsible for providing us with information so that we can configure your Internet gateway package. Once we have provided you with your Internet gateway package, you will have the ability to change the configuration. You will be responsible for any changes to the configuration that you request or make.
- 2.9 The features of a Basic Internet Gateway are set out in the following table. Features that are:
 - (a) marked “Standard” are included with a Basic Internet Gateway; and

- (b) marked “Optional” can be obtained with a Basic Internet Gateway for an additional charge as set out in the IP Solutions section of Our Customer Terms.

Internet gateway package feature	Basic Internet Gateway Package
Firewall Portal Access	Standard
Firewall Reporting	Standard
Client to Site	Optional
Managed RADIUS (Shared)	Optional
Managed RADIUS (Customer)	Optional

2.10 You can choose to upgrade your Basic Internet Gateway to one of the following packages:

- (a) standard Internet gateway package;
- (b) enhanced Internet gateway package; and
- (c) premium Internet gateway package.

2.11 A list of the features of each Internet gateway package and the applicable terms and conditions, including charges, for the packages and features are set out in the [IP Solutions Section](#) of Our Customer Terms.

Availability

2.13 Connect IP is available to our retail customers throughout Australia, if network infrastructure is available. The service is not available to Telstra wholesale customers.

Cease Sale and Exit Notifications

2.14 From 15 June 2021, IP COIN (Community of Interest) services will no longer be available for purchase by new network owners.

2.15 Refer to the [ADSL](#), [Ethernet Lite](#) and [Frame Relay](#) Our Customer Terms Sections for information on the cease sale, disconnection and exit of Ethernet Lite and Frame Relay products as this will determine the availability of these access types for Connect IP.

Configuration

2.16 We will configure the Connect IP service in accordance with the network diagram designed by us.

Network design

2.17 If we design your network service, then all intellectual property rights connected with the design of your network service, including any intellectual property rights relating to:

- (a) network diagrams;
- (b) management IP addresses; and
- (c) supplied equipment configurations,

remain with us at all times, and all information relating to the design of your network service, including the information identified in paragraphs (a) to (c), is our confidential information.

Target provisioning time

2.18 We will aim, but we make no guarantees, to provision a new Connect IP service (other than Connect IP Direct Fibre over **nbn** services) involving standard installation and connection within the following time periods:

- (a) for installation in an Urban area, twenty-five business days (thirty-two business days for the Broadband (**nbn**) Access Service and Ethernet over **nbn** Access Service) from the day we tell you that we have processed your application; and
- (b) for installation in all other areas, forty business days from the day we tell you that we have processed your application.

2.19 We can confirm our estimated provisioning time for a Connect IP Direct Fibre over **nbn** service upon request.

2.20 Standard installation of a new Connect IP service includes the following:

- (a) configuration and installation of the supplied equipment;
- (b) exchange and field line work as described in the relevant Frame Relay, Ethernet Lite and ADSL IP access sections of Our Customer Terms; and
- (c) service commissioning where we will remotely ensure that the Connect IP service is reachable.

2.21 Our standard installation is done during business hours. We may charge you an additional fee if you ask us to install your Connect IP service outside of our standard installation.

2.22 You must provide us with sufficient and timely access to your site when we request access to install your Connect IP service. If you do not provide us with sufficient and timely access, then:

- (a) we will not be able to install your Connect IP service;

- (b) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will not be liable for any installation delays; and
- (c) we may charge you for any reasonable costs incurred by us in rescheduling your site installation.

2.23 Standard installation of a new Connect IP service does not include:

- (a) patching of equipment to your existing cabling infrastructure;
- (b) the provisioning of racking or supporting structure to house the supplied equipment;
- (c) any MAN, WAN or LAN cabling; and
- (d) any additional works required at your premises.

2.24 From time to time, you may need to perform the work described above in order to satisfy your obligations in relation to the supplied equipment. We will inform you if this additional work is required and you may ask us to perform this work for you at an additional charge that we will notify you of at the time you ask us to perform the work.

2.25 If you have not completed the additional work required and we have to reschedule your site installation, then we may charge you for any reasonable costs incurred by us.

Terms on which we provide a site service

2.26 Unless otherwise set out in this Connect IP Section, the terms upon which we provide the:

- (a) network services are set out in the Telstra [IP Solutions](#) section;
- (b) DSL site service are set out in the [ADSL IP access](#) section;
- (c) Ethernet Lite site service are set out in the [Ethernet Lite](#) section;
- (d) Frame Relay site service are set out in the [Frame Relay Services](#) section;
- (e) Ethernet site service are set out in Part B-IP Networking Services of the [IP Solutions](#) section, under IPMAN;
- (f) Mobile site service are set out in Part G – Data Services of the [Mobile Services](#) section; and
- (g) CIP Mobile Back Up service are set out in Part G – Data Services of the [Mobile Services](#) section; and
- (h) Broadband (**nbn**) Access Service, Ethernet over **nbn** and Direct Fibre over **nbn** Access Services are set out in the [nbn Access Services](#) section,

in each case, of Our Customer Terms.

Specific terms for a DSL site service

- 2.27 The DSL site service may not be available to all customers. DSL service qualification information can be found at <http://register.bigpond.com/check-availability.do>
- The service qualification is indicative only so you should not rely on it, for example when you purchase equipment, and we do not guarantee that the DSL site service can be provided if you satisfy the service qualification.
- 2.28 The DSL site service will be installed on your Telstra Public Switched Telephone Network (PSTN) line, which is a separate service with separate charges.
- 2.29 If the PSTN line that is used to provide the DSL site service is cancelled, transferred to another location, or the line ceases to be a Telstra PSTN line, then we will not be able to provide you with the DSL site service. It is your responsibility to cancel your DSL site service separately. If you fail to do so, then we may continue to charge you for your DSL site service.
- 2.30 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, the installation of the DSL site service may cause temporary disruptions to your PSTN services so we cannot guarantee that your PSTN services will be continuous and fault-free.
- 2.31 You must cancel all ADSL-incompatible services on the PSTN lines on which the DSL site service is to be installed. If you fail to cancel all ADSL-incompatible services, then we will not be able to install your DSL site service but we may start charging you the relevant fees under these terms. A list of the ADSL-incompatible services is available from us on request.
- 2.32 You must pay us any reasonable costs and expenses reasonably incurred by us in replacing or repairing plant, equipment or any of our property that is damaged or destroyed at any time as a result of the connection of your equipment to our public communications network or as a result of any modification to, alteration to, or interference with, any of our property, except to the extent that such damage or destruction is caused or contributed to by us.
- 2.33 If you wish to install your own cabling to access ADSL, then the cabling:
- (a) must be installed by a registered cabling contractor; and
 - (b) must be installed to, and continue to meet, the minimum technical requirements determined by the Australian Communications and Media Authority.
- 2.34 We may refuse to install the DSL site service if the requirements set out in this Connect IP section are not met.

High Speed ADSL

- 2.35 You may select a high-speed rate-adaptive best efforts ADSL service called High Speed ADSL (if it is available to you) as your DSL site service.

2.36 High Speed ADSL allows you to connect to the best possible downstream speed that is available on your line, at a price agreed with us. Your price will not be affected by the speed that is achieved by you.

2.37 If you obtain High Speed ADSL, we will deliver your service via ADSL1 or ADSL2+ technology (as determined by us for each service). This technology provides the following capabilities for some customers:

- (a) ADSL1: access speeds up to 8,000kbps (Downstream) and up to 384kbps (Upstream); or
- (b) ADSL2+: access speeds up to 20,000kbps (Downstream) and up to 1,000kbps (Upstream).

You acknowledge that actual speeds may often be less and vary due to a number of factors including network configuration, line quality and length, exchange type, customer premises interference, customer location, distance from the telephone exchange, traffic and hardware and software configuration. About 50% of High Speed ADSL customers in ADSL2+ areas will have access speeds around 10,000kbps or more. About 70% of High Speed ADSL customers in ADSL1 areas will have access speeds around 6,000kbps or more.

2.38 In some cases, where we reasonably consider it necessary to improve network performance, we may need to reduce the maximum achievable speed on your High Speed ADSL site service (but not below 1500/256kbps) for a period we reasonably consider necessary. If this happens, we will give you notice as soon as practicable and if we are reasonably satisfied that you are materially worse off from the change, you may cancel your High Speed ADSL site service by giving us notice within 42 days of the date we notify you of the change. If you cancel your High Speed ADSL site service for this reason:

- (a) your High Speed ADSL site service will be cancelled from the date the change takes effect; and
- (b) you will not have to pay us the applicable early termination charge (if any) but you will need to pay us for any installation fees and cost of equipment we have provided to you that you have not paid us for (as long as the equipment can be used in connection with services supplied by another provider).

2.39 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will deliver High Speed ADSL as a best efforts service, with no guarantee on the peak speeds achievable.

Specific terms for an Ethernet site service

2.40 There may be restrictions associated with cabling, shared access switches and NTU locations in providing Connect IP Ethernet to specific sites. These restrictions are specified in Part B-IP Networking Services of the IP Solutions section of Our Customer Terms.

Specific terms for a CIP Mobile Back Up service and a Mobile site service

- 2.41 You need to have a Connect IP service and meet minimum technical requirements to obtain the CIP Mobile Back Up service or Mobile site service.
- 2.42 If you are an existing Connect IP customer and wish to apply for a CIP Mobile Back Up service, you must acquire the CIP Mobile Back Up service for the remaining minimum term of your primary access service. If you are a new Connect IP customer, you must acquire the CIP Mobile Back Up service for the same minimum term as your primary access service.
- 2.43 The CIP Mobile Back Up service and Mobile site service is comprised of Mobile compatible wireless equipment with a Connect IP service and a mobile data plan.
- 2.44 As part of your CIP Mobile Back Up service or Mobile site service, we will provide a compatible router and interface card and the terms applicable to supplied equipment within this section of Our Customer Terms apply. You may need to purchase an antenna and cabling from us, depending on the Telstra Mobile coverage available at your site. We will provide you with advice and pricing on suitable antenna models and cabling for your CIP Mobile Back Up service or Mobile site service, if applicable.
- 2.45 You must have a suitable Telstra Mobile mobile data plan for your CIP Mobile Back Up service. As part of your Mobile site service, we will provide you with an appropriate bundled mobile data plan. You acknowledge that the customer select assurance level you apply for will determine the associated data plan. Unless otherwise set out in this section of Our Customer Terms, the terms for your data plan are set out in the Mobile Services section (Part G) of Our Customer Terms.
- 2.46 For your CIP Mobile Back Up service or Mobile site service, you must have at least one IP WAN Wireless port service for every network being connected. The terms for your IP WAN Wireless Port (including pricing) are set out in Part B - IP Networking Services of the IP Solutions section of Our Customer Terms.
- 2.47 The CIP Mobile Back Up service and Mobile site service are only available in areas where the Telstra Mobile network is available. Information on availability of the mobile network can be found on <http://telstra.com.au/mobile-phones/coverage-networks/our-coverage>. The availability information is indicative only so you should not rely on it and we do not guarantee that the CIP Mobile Back Up service or Mobile site service can be provided if you satisfy the service qualification.
- 2.48 You may request a site survey prior to obtaining the CIP Mobile Back Up service or Mobile site service to determine the availability of the Telstra mobile network. If you ask us to conduct the site survey, we may conduct the site audit for an additional charge which we will inform you at the time you apply for the survey.
- 2.49 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee the availability of your CIP Mobile Back Up service or Mobile site service in required locations or any service level or service target associated with the mobile network as part of your CIP Mobile Back Up service or Mobile site service.
- 2.50 You must:

- (a) in relation to your CIP Mobile Back Up service, comply with the Fair Play Policy set out in Part A of the Mobile Services section of Our Customer Terms;
- (b) not alter the configuration of your CIP Mobile Back Up service or Mobile site service without our prior consent;
- (c) not use the CIP Mobile Back Up service as a primary access;
- (d) only use the CIP Mobile Back Up service as a service back up for the period of time that your primary access into your network has failed; and
- (e) in relation to your Mobile site service, not remove or tamper with the SIM card provided as a part of the service, or move or relocate any equipment from its installed location.

We may suspend or cancel your CIP Mobile Back Up service or Mobile site service, or a component of these services, if you do not use your service in accordance with this clause.

- 2.51 You acknowledge that the Telstra mobile network is a shared network and therefore throughput and latency is impacted by the amount of users and traffic. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee throughput of data.

Specific terms for nbn™ Access Services

- 2.52 The Broadband (**nbn**), Ethernet over **nbn** and Direct Fibre over **nbn** Access Services may not be available to all customers. We will determine the availability of the **nbn** Access Services to your Premises after we receive your application.
- 2.53 The **nbn** Access Services will be delivered using the **nbn** network.
- 2.54 The bandwidth options available with **nbn** Access Services are as set out in your application form or separate agreement with us.

3 Supplied equipment

Equipment we will supply

- 3.1 We will supply you with one router at each site (“**supplied equipment**”).

Your obligations

- 3.2 You are responsible for the security of the supplied equipment once it is delivered to the site. If the supplied equipment is delivered to you prior to installation, you are responsible for making the supplied equipment available for installation. If the supplied equipment is not available for installation or if your site is not ready for installation and as a result we need to reschedule installation, we may charge you an additional charge that reflects the additional costs we have incurred.

- 3.3 You:

- (a) must only use the supplied equipment with the Connect IP service and in accordance with -our directions;
- (b) must provide proper accommodation for the supplied equipment including:
 - (i) a double power point within 1 metre of the supplied equipment prior to the date that the supplied equipment is to be installed;
 - (ii) racks or shelving in a clean, dust free, temperature controlled environment;
 - (iii) minimising electrostatic interference with the supplied equipment; and
 - (iv) a secure and dry environment for the supplied equipment where it is safe from damage or loss;
- (c) must comply with our directions from time to time regarding the location of the supplied equipment and the environment in which it is housed;
- (d) must take proper care of the supplied equipment to ensure that the supplied equipment is not damaged, destroyed or stolen while it is in your possession or control;
- (e) must not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the supplied equipment except by us or by a person authorised by us; and
- (f) must not remove, cover, alter or otherwise tamper with any labels affixed to the supplied equipment for the purpose of identifying the supplied equipment, warranty, service coverage or other service description relevant to this Connect IP section.

Defects

- 3.4 If a defect or fault is caused by accidental damage, operator error or improper or negligent use of the supplied equipment by you or any other person (other than us) or where you do not comply with 3.3 above, then we may repair the defect or fault at your expense. We will tell you about the costs before we repair the defect or fault.

Damage

- 3.5 You must reimburse us for all reasonable costs incurred by us in installing any replacement supplied equipment, re-installing, repairing or replacing (at our option) any supplied equipment that is damaged, destroyed, lost, stolen or otherwise required as a result of your actions or your breach of Our Customer Terms, except to the extent that the damage, destruction, loss, theft or issue is caused or contributed to by us. Where possible we will provide an estimate of the likely costs before incurring them.

Access to your premises

- 3.6 You agree to permit us or our subcontractors to enter your premises on reasonable notice to install, inspect, maintain, repair, replace or remove the supplied equipment

including, without limitation, providing safe and reasonable access, working space and facilities including heat, light, ventilation, electric current and outlets and local telephone extension, and reasonable access to your network and systems and personnel as required to carry out the installation, inspection, maintenance, repair, replacement or removal.

- 3.7 You must, at your cost, provide us with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your premises.

Title in the supplied equipment

- 3.8 No title in the supplied equipment passes to you at any time, except as otherwise provided in this section of Our Customer Terms.

- 3.9 If you have a Connect IP DSL Service, title in the associated supplied equipment passes to you when:

- (a) the minimum term for that site service expires; or
- (b) you cancel your site service before the minimum term for that site service expires and you have paid to us any relevant early termination charges.

4 Optional features

4.1 NOT USED.

4.2 NOT USED.

4.3 NOT USED.

(a) NOT USED.

(b) NOT USED.

4.4 NOT USED.

4.5 NOT USED.

Management services

4.6 If your service level at a site is:

- (a) Managed or Managed End to End DCoS for the DSL site service for that site;
- (b) Managed or Managed End to End DCoS for the Ethernet Lite site service for that site;
- (c) Managed or Managed End to End DCoS for the Frame Relay site service for that site; or

(d) Managed DCoS for the Ethernet site service for that site,
then your site service will include the following management services:

- (a) incident monitoring and event notification; and
- (b) the provision of monthly reports containing information regarding the availability, latency and throughput of your site service.

4.7 Incident monitoring and event notification is comprised of:

- (a) the maintenance of a database by us that contains your contact details and details relating to your sites, supplied equipment and network service configuration;
- (b) the monitoring, management and recording of any incidents that are notified to us by your technical administrator or detected automatically by us via our SNMP polling;
- (c) the monitoring of requests for minor alterations to your Connect IP service; and
- (d) notification of planned outages.

Additional management services

4.8 You may choose to receive additional management services, such as:

- (a) simple software reconfiguration changes including:
 - (i) adding or modifying an access list;
 - (ii) adding or modifying traffic shaping;
 - (iii) adding or modifying a Frame Relay route;
 - (iv) modifying a priority list or queuing mechanism;
 - (v) opening or closing access to existing ports in a router in the network;
 - (vi) modifying bandwidth statements (this does not include IOS upgrades); and
 - (vii) adding or modifying your LAN address;
- (b) complex software reconfiguration changes including:
 - (i) security or access control changes to modify your access to the router;
 - (ii) SNMP or management changes to modify access to the router;
 - (iii) adding any new queuing or priority assignments;
 - (iv) network wide changes requiring project management;
 - (v) adding a new routing protocol or changing routing protocols; or

- (vi) adding a new routed protocol;
- (c) network design consultancy;
- (d) supply of network data or audit; and
- (e) NOT USED.

4.9 If after initial installation you request additional management services, then we may charge you additional charges. The additional charges are calculated at the applicable rate set out in our Price List as notified to you for the actual time spent providing the service, except for simple and complex software reconfiguration changes. The fees applicable to simple and complex software reconfiguration changes are set out below.

Restricted topology service

- 4.10 Restricted topology is a network feature that allows you to place restrictions on IP flows over the Connect IP Network in order to create a specific virtual private network topology.
- 4.11 The complexity or number of restrictions that are possible for your Connect IP service may be limited due to technical reasons that we will advise you of at the point in time at which you apply for the restricted topology feature.
- 4.12 We do not charge you for the restricted topology service. However, if you activate or make changes to your restricted topology services after the initial installation of your Connect IP service, then you will be charged the fees applicable for complex software reconfiguration changes set out below.
- 4.13 The Broadband (**nbn**TM) Access Service does not support restricted topology.

Multicast service

- 4.14 A Multicast service provides the configuration of Connect IP equipment and network to support the sending and receiving of multicast traffic through a Connect IP site service.
- 4.15 You may obtain Multicast VPN on compatible site services and bandwidth options as set out in our Connect IP data sheet from time to time.
- 4.16 Multicast is not available for the Broadband (**nbn**TM) Access Service.
- 4.17 If you have a Connect IP Ethernet Lite service, a Connect IP Frame Relay service, a Connect IP Ethernet service or a Connect IP Ethernet over **nbn**TM service then you may obtain the Multicast service for your site service if you selected the Managed or Managed End to End DCoS (or Managed DCoS for Connect IP Ethernet) option at that site. The Multicast service bandwidths available to you are 256K, 512K, 1024K, 2048K, and any other bandwidths we may make available from time to time.
- 4.18 Your selected Multicast service bandwidth cannot exceed 50% of the access speed of your applicable site service. For example, if you have a Telstra Connect IP Frame Relay service with 1024kb/s access speed, you can select a Multicast service

for that site of no more than 512kb/s bandwidth. This also means that you may not be able to obtain the Multicast service if your site service access speed is less than 200% of the lowest Multicast service bandwidth that we make available to you.

- 4.19 If you have a Connect IP Ethernet service, the Multicast service bandwidth available is 2Mbps.
- 4.20 You must pay additional charges for the Multicast service. The applicable charges are set out in our Price List notified to you.
- 4.21 The terms upon which we provide a Multicast service are set out in Part C - Value Added Services - Multicast VPN of the [IP Solutions](#) section of Our Customer Terms (as varied by this Connect IP section).

5 Service levels

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

Service Levels

- 5.2 The service levels for the DSL site service are:
- (a) Standard - the data transfer class of service applicable to IP WAN;
 - (b) Managed - the data transfer class of service applicable to IP WAN and the management services service levels will apply; or
 - (c) Managed End to End DCoS (for site access speeds other than High Speed ADSL) – the dynamic class of service applicable to IP WAN and the management services service levels will apply.
- 5.3 The service levels for the Ethernet Lite site service are:
- (a) Standard - the data transfer class of service applicable to IP WAN; or
 - (b) Managed - the data transfer class of service applicable to IP WAN and the management services service levels will apply; or
 - (c) Managed End to End DCoS - the dynamic class of service applicable to IP WAN and the management services service levels will apply.
- 5.4 The service levels for the Frame Relay site service are:
- (a) Standard - the data transfer class of service applicable to IP WAN;
 - (b) Managed - the data transfer class of service applicable to IP WAN and the management services service levels will apply; or
 - (c) Managed End to End DCoS - the dynamic class of service applicable to IP WAN and the management services service levels will apply.

- 5.5 The service levels for the Ethernet site service is:
- (a) Standard - the data transfer class of service applicable to IP MAN; or
 - (b) Managed DCoS - the dynamic class of service applicable to IP MAN and the management services service levels will apply.
- 5.6 The service tiers for the Mobile site service are:
- (a) Standard (also known as “Reactive”) – we investigate incidents with your service after you ask us to; or
 - (b) Managed (also known as “Proactive”) – we monitor your service and investigate faults causing alarms.
- 5.7 A full description of the data transfer class of service and the dynamic class of service, and the terms and conditions relating to those classes of service, is set out in the [IP Solutions](#) section of Our Customer Terms.
- 5.8 If you change your router configurations or settings in your dynamic class of service in your IP WAN network after the relevant site service has been provisioned, then we may charge you a fee that we will tell you about at that time.
- 5.9 The service levels for the Connect IP Broadband (**nbn**TM) and Ethernet over **nbn**TM Access Service are:
- (a) Standard - the data transfer class of service applicable to IP WAN; or
 - (b) Managed - the data transfer class of service applicable to IP WAN and the management services service levels will apply; or
 - (c) Managed End to End DCoS - the dynamic class of service applicable to IP WAN and the management services service levels will apply.

Response and restoration target times

- 5.10 The Service Assurance Levels are indicative of our targets for response and restoration times of the Services.
- 5.11 The standard Service Assurance Level:
- (a) for the Telstra Connect IP DSL Service and the Telstra Connect IP Ethernet Lite Service is Business (if you signed up for these services before 5 November 2014);
 - (b) for the Telstra Connect IP DSL Service is End Of Next Business Day and the Telstra Connect IP Ethernet Lite Service is Extended Business Hours (if you signed up for these services on and from 5 November 2014);
 - (c) for the Telstra Connect IP Ethernet Service is Business Plus;
 - (d) for the Telstra Connect IP Broadband (**nbn**TM) Service is End of Next Business Day;

- (e) for Telstra Connect IP Ethernet over **nbn**TM Service is Extended Business Hours; and
 - (f) for Telstra Connect IP Direct Fibre over **nbn**TM Service is Business Plus.
- 5.12 The meaning of the Service Assurance Levels and the terms upon which we provide them are set out in the [Standard Restoration, SLA Premium and Telstra Provisioning section](#) of Our Customer Terms. The [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#) may still apply if you have a legacy Service Assurance Service purchased before 5 May 2016.
- 5.13 Enhanced Service Assurance Levels may be available to you upon application to us. Additional charges apply.
- 5.14 To avoid doubt, the IP WAN Service Assurance Levels do not apply to the Services.
- 5.15 If you are entitled to a Service Rebate, you must claim the Service Rebate within 60 days of becoming entitled to it. You waive your right to claim the Service Rebate if you do not claim the Service Rebate within this time period.

6 Fees and charges

- 6.1 You agree to pay all the applicable fees and charges incurred in respect of your Connect IP service. Apart from the charges described below, the fees and charges for your Connect IP service are as set out in the Price List as notified to you.
- 6.2 **For ACT customers:** If your Connect IP service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to any Connect IP charges notified to you or set out below. See the [General Terms of Our Customer Terms for Small Business or Corporate customers](#) (and any other contractual arrangements you may have with us), whichever is applicable.
- 6.3 All fees and charges in this Connect IP section and in the Price List are exclusive of GST unless otherwise stated.

Network extension charges

- 6.4 This clause applies for any Connect IP service ordered under an agreement entered on or from 1 August 2019. If we assess that any network extension or upgrade work is required to deliver the service to your site, we may charge you additional charges and require you to agree to additional terms as notified at the time of order or when the work is identified.

Upgrade fees

- 6.5 You must pay the applicable fee as set out below if you increase or decrease your site access speed:

Site Service	Upgrade fee (GST excl)
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Connect IP DSL	\$110 per site
Connect IP Ethernet Lite	\$280 per site
Connect IP Frame Relay	24 month initial period: \$280 per site 36 month initial period: The Our Customer Terms Frame Relay Charges as set out in the Frame Relay section of Our Customer Terms.
Connect IP Ethernet	\$280 per site
Broadband (nbn)	\$280 per site
Ethernet over nbn	\$280 per site
Direct Fibre over nbn	\$350 per site (or as otherwise set out in your separate agreement with us)

Fees for software reconfiguration changes

- 6.6 You must pay the applicable fee as set out below if you make simple software reconfiguration changes and/or complex software reconfiguration changes:

Service	Fee (GST excl)
Simple software reconfiguration changes only	\$100.00 for all simple changes you make at the same time*.
Complex software reconfiguration changes only	\$280.00 for all complex changes you make at the same time*.
A combination of simple software reconfiguration changes and complex software reconfiguration changes	\$280.00 for all simple and complex changes you make at the same time*.

* This applies if you signed up for your Connect IP service before 5 November 2014. If you signed up for the service on and from 5 November 2014, the fee applies for a change you make **for up to 5 devices in any 24 hour period**. For any additional changes beyond this, additional lots of fees apply. For example, if you make a simple change to 10 devices, the fee is \$200 (\$100 x 2).

Additional charges

- 6.7 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).

7 Minimum period and cancellation

Minimum term

- 7.1 You must take up the Connect IP service for at least 24 months and your separate agreement with us may set out a longer minimum term.

Cancellation

- 7.2 Without limiting any of our rights, we may immediately cancel your Connect IP service (or any part of it) if, despite providing you with reasonable notice in the circumstances:
- (a) we are unable to enter the premises to inspect, repair or maintain a facility; or
 - (b) you fail to rectify any defect or inadequacy in a facility not owned or maintained by us after being requested to do so by us.

Early termination charge

- 7.3 You must pay the relevant early termination charge if you cancel your Connect IP service (or any part of it) before the expiry of the minimum term for any reason other than:
- (a) a cancellation due to our breach;
 - (b) a cancellation by us without your default in accordance with the [General Terms of Our Customer Terms](#); or
 - (c) a cancellation under 7.7 below.
- 7.4 Unless otherwise set out in your separate agreement with us, the early termination fee for any Connect IP service ordered or recontracted on or after 17 June 2019 is calculated as follows:

$$45\% \text{ of } A \times B$$

A is the average charges paid or payable each month for the cancelled Connect IP service and any other service or feature under this section, up to the date of cancellation.

B is the number of months (or part of a month) from the date of cancellation until the end of the applicable minimum term.

You acknowledge that this early termination fee is a genuine pre-estimate of our loss.

- 7.5 Unless otherwise set out in your separate agreement with us, the early termination fee for a Connect IP service purchased or recontracted before 17 June 2019 is calculated as follows:

Site Service	Early termination charge (GST excl)
Connect IP DSL	\$20.00 per month (or part thereof) per Site Service from the date of cancellation to the end of the Initial Period for that Site Service.
Connect IP Ethernet Lite	\$150 per month (or part thereof) per Site Service from the date of cancellation to the end of the Initial Period for that Site Service.
Connect IP Frame Relay	\$150 per month (or part thereof) per Site Service from the date of cancellation to the end of the Initial Period for that Site Service.
Connect IP Ethernet	65% of A x B A – Monthly access bandwidth charge B -number of months from the date of cancellation until the end of the minimum term of 24 months
CIP Mobile Back Up service or Mobile site service	65% of A x B A – Monthly Back Up fee (for CIP Mobile Back Up service) or monthly service fee (for Mobile site service) B – number of months from the date of cancellation until the end of the minimum term for the CIP Mobile Back Up or Mobile site service. plus: (a) any installation fees we have waived or you have not paid us for; and (b) cost of equipment we have provided to you that you have not paid us for (as long as the equipment can be used in connection with services supplied by another provider).
Broadband (nbn TM) and Ethernet over nbn TM	The cancellation charge is 65% of A x B where: A is the monthly access bandwidth charge; and B is the number of months from the date of cancellation until the end of the minimum term of 24 months

7.6 For Connect IP services purchased or recontracted on or after 17 June 2019, we may treat a relocation or change to the site service type during the minimum term as a cancellation requiring payment of the relevant early termination charges. We will confirm at the time of your relocation or change request whether an early termination charge is payable.

7.7 If you order your Connect IP service before 17 June 2019, you will not be required to pay any early termination charges by reason of you:

- (a) migrating your site service from a Frame Relay site service to an Ethernet Lite site service in accordance with this Connect IP section; or
- (b) otherwise migrating your site service to any other site service.

7.8 The early termination charge is a genuine pre-estimate of the loss that we are likely to suffer.

Return of supplied equipment

7.9 Upon the expiry, termination, cancellation, relocation or migration of your Connect IP Ethernet Lite service or your Connect IP Frame Relay service (or any part of it), we will collect and you must return to us the supplied equipment used to provide the relevant cancelled Connect IP service (or any part of it).

7.10 If you do not return the relevant supplied equipment to us when we come to collect the supplied equipment, and you do not, at your cost, return the relevant supplied equipment to us within 30 days of the date of expiry, termination, cancellation, relocation or migration, you must pay us any reasonable costs reasonably incurred by us in attempting to recover that supplied equipment and, if we are unable to recover that supplied equipment, the greater of the market value and the written down book value of that supplied equipment, except to the extent that your failure to return the supplied equipment is caused or contributed to by us.

8 Changes and additional services

8.1 You may make changes to your existing Connect IP service (including changes to the network diagram) by:

- (a) submitting a written change request to us; or
- (b) (only available for certain requests) making the changes yourself via the IP Solutions Customer On-line Management Facility, available at www.telstra.com.au/ipsolutions; or
- (c) Using the online change request tool.

9 Special meanings

9.1 If you apply for a Connect IP service before 1 June 2012, the charges you pay for your service are based on the following zones, as defined in clause 9.3:

- (a) CBD;
- (b) Metropolitan area or Metro;
- (c) Regional area; and
- (d) Urban area.

9.2 If you apply for a Connect IP service on and from 1 June 2012, the charges you pay for your service are based on the zone advised to you when you apply for the service, and from time to time.

9.3 The following words have the following special meanings:

ADSL means asymmetrical digital subscriber line.

Broadband (nbn™) Access Service has the meaning given to it in the **nbn™ Access Services** section of Our Customer Terms.

Business means the hours between 9:00am and 5.30pm on each business day.

Business plus has the meaning given to it in the Standard Restoration and SLA Premium section.

CBD has the meaning set out in Part B – IP Networking Services of the IP Solutions section of Our Customer Terms.

Direct Fibre over nbn Access Service has the meaning given to it in the **nbn Access Services** section of Our Customer Terms.

Ethernet Lite has the meaning given to it in the Ethernet Lite Section of Our Customer Terms.

Ethernet over nbn Access Service has the meaning given to it in the **nbn Access Services** section of Our Customer Terms.

Facility includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with Connect IP.

Frame Relay has the meaning given to it in the Telstra Frame Relay Services Section of Our Customer Terms.

IP WAN Standard Connection has the meaning given to it in the Telstra IP Solutions section of Our Customer Terms.

Metropolitan area or **Metro** means the metropolitan areas of the following cities - Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.

nbn co means nbn co limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

nbn network has the meaning given to it in the **nbn Access Services** section of Our Customer Terms.

Network diagram means the network diagram agreed between us and you (if any), as updated from time to time in accordance with these terms.

Nominated site has the meaning given to it in clause 4 of this Connect IP section.

Premises means 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.

Price List means the Connect IP price list as notified to you.

Regional area means those areas covered by our network infrastructure that are outside the metropolitan areas.

Service rebate has the meaning given to it in the Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms.

Site means the premises to which a site service is provided.

SNMP means simple network management protocol, the ISO standard protocol for transfer of information relating to the status or health of equipment contained in the network.

Urban area means an area with a population of at least 10,000.