

## Telstra Remote Telemetry and Telstra Infrastructure Monitoring Section

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# Our Customer Terms

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## Telstra Remote Telemetry and Telstra Infrastructure Monitoring Section

Certain words are used with the specific meanings set out on page 14 and in [the General Terms of our Customer Terms](#).

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### 1 About the Telstra Remote Telemetry and Telstra Infrastructure Monitoring section

#### Our Customer Terms

- 1.1 This section applies to Telstra Remote Telemetry and Telstra Infrastructure Monitoring services (together the “**Services**”).
- 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 Telstra Remote Telemetry and Telstra Infrastructure Monitoring section, then the Telstra Remote Telemetry and Telstra Infrastructure Monitoring section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Remote Telemetry and Telstra Infrastructure Monitoring 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.

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### 2 About Telstra Remote Telemetry

#### What is Telstra Remote Telemetry?

- 2.1 Telstra Remote Telemetry is an Internet Protocol based data network solution for the delivery of telemetry services that is comprised of IP WAN (the “**network service**”) and one or more compatible access service to connect our network to your site (each a “**site service**”). We may update the compatible services from time to time. The current compatible services include:
  - (a) a single path “**wireless site service**”, which consists of an IP Wireless connection using a service on the Telstra Mobile Network;
  - (b) a dual path site service consisting of one wireless site service and one wireline site service. The “**wireline site service**” consists of an IP WAN standard connection using either one of the following access types as determined by us:

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- (i) an ADSL IP access service; or
    - (ii) a Broadband (**nbn**<sup>TM</sup>) access service, and
  - (c) a dual path site service consisting of one satellite site service and one wireless service. The “**satellite site service**” consists of an IP Satellite connection using a Broadband Global Area Network (BGAN) and compatible Satellite BGAN CPE.
- 2.2 The site service, network service and supplied equipment make up “**Telstra Remote Telemetry**”.
- 2.3 For dual path site services, one site service is the primary connection and the other site service is the back-up connection that can only be used if the primary service fails.
- 2.4 The satellite site service is generally used for sites without wireless or wireline coverage. The satellite site service includes a wireless SIM for use in initial configuration in a Telstra mobile coverage area. If wireless coverage becomes available at the site, the service can be configured to use the wireless site service as the primary means of connection.

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### 3 About Telstra Infrastructure Monitoring

- 3.1 Telstra Infrastructure Monitoring is an Internet Protocol based data network solution for the delivery of asset monitoring telemetry data, including video, (the “**telemetry services**”, that is comprised of IP WAN (the “**network service**”) and one or more compatible access services to connect our network to your site (each a “**site service**”).
- 3.2 We may update the compatible access services from time to time. The current compatible services include the “**wireless site service**”, which consists of an IP Wireless connection using a service on the Telstra Mobile Network. We will notify you of the compatible services at the time of your application.
- 3.3 You may monitor and manage your telemetry services via our Telstra hosted device management platform (the “**device management service**”).
- 3.4 The network service, site service, supplied equipment, and device management service make up the “**Telstra Infrastructure Monitoring**” service.
- 3.5 You must comply with all laws applicable to your use of the Telstra Infrastructure Monitoring service, including but not limited to surveillance legislation.

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### **Add-on services**

3.6 You may elect to purchase the following value added compatible services from us for your Telstra Infrastructure Monitoring service:

- (a) Data Access Networks – BIP Adapt NBN Smart places;
- (b) Enterprise Mobile Solution – Business Critical Data; and
- (c) Telstra Purple Professional Services.

These services are not included in your Telstra Infrastructure Monitoring service and must be purchased separately. You will see these services appear separately on your bill.

3.7 The terms on which we provide the add-on services are set out in the relevant section of Our Customer Terms or your separate agreement with us.

3.8 In addition to clause 13 (Cancellation and termination) below:

- (a) we may cancel your Telstra Infrastructure Monitoring service if you fail to maintain any of the other services required to access your Telstra Infrastructure Monitoring service; and
- (b) if we cancel your Telstra Infrastructure Monitoring service, or your Telstra Infrastructure Monitoring service expires, you are responsible for cancelling any add-on service you have purchased in accordance with the relevant terms for that add-on service. If your add-on service cannot be used without your Telstra Infrastructure Monitoring service, we will not charge you for the add-on service.

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## **4 Additional Service information**

### **Availability**

4.1 The Services are only available within Australia.

4.2 The availability of Telstra Remote Telemetry and the various site service types depend on your location, which we can confirm upon your request. We may need to conduct a feasibility study to assess availability at your location.

4.3 The availability of the network service of the Telstra Infrastructure Monitoring service and the various site service types is only available where Telstra 4G/X mobile coverage is available. We may need to conduct a feasibility study to assess availability at your location.

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4.4 In this section, where you can apply, request, ask, are eligible (or any other similar wording) for a service, feature, functionality, or any other item (“**Request**”), we can accept or reject that Request at our choice.

4.5 From the 30<sup>th</sup> of August 2024 Telstra Remote Telemetry will no longer be available for sale to new customers. Existing customers may continue to use the service including adds, moves and changes until advised of an exit date or otherwise notified.

### **Resale with approval only**

4.6 The Services are not available to Telstra Wholesale customers.

4.7 Unless we have agreed otherwise, you must only use the Services (and any part of them) for your own internal business purposes and must not resell or otherwise provide the Services (or any part of them) to any other person unless we have agreed otherwise.

### **Configuration**

4.8 We will configure the Services in accordance with the network diagram agreed between you and us.

### **Network design**

4.9 To the extent that:

- (a) we design the Services, we retain; and
- (b) you contribute to the design of, or you provide design requirements for, the Services, you assign to us,

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

- (c) network diagrams;
- (d) management IP addresses; and
- (e) supplied equipment configurations,

and all information relating to the design of your network service, including the information identified in paragraphs (c) to (e) is our confidential information.

4.10 Nothing in this section entitles you to receive a copy of or own any part of the solution design for the Services.

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### Using the Services

- 4.11 You must only allow the Services (and any part of them) to be used:
- (a) for the delivery of telemetry applications; and
  - (b) in accordance with our lawful and reasonable directions.
- 4.12 You must not use the Services (or any part of them) for voice services.

### Video monitoring

- 4.13 Video monitoring is not part of the Services provided by us. You are responsible for any video monitoring that you choose to conduct using the Services.
- 4.14 We may suspend or cancel your service if your video monitoring use interferes with our network or equipment.

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## 5 Site services

### Terms on which we provide a site service

- 5.1 Unless otherwise set out in this Telstra Remote Telemetry and Telstra Infrastructure Monitoring section, the terms upon which we provide the:
- (a) network service and the connection services are set out in the [IP Solutions section](#);
  - (b) wireline site services:
    - (i) using ADSL IP access are set out in the [ADSL IP access section](#);
    - (ii) using an **nbn**<sup>TM</sup> Access Service are set out in the [Services on the nbn section](#) and [nbn Access Services section](#); and
  - (c) wireless site services are set out in the [Part G Data Services](#) of Telstra Mobile section,

in each case, of Our Customer Terms. These terms only apply to the extent relevant to your Service(s).

### Specific terms for a wireline site service

- 5.2 If relevant to your Service(s), you must pay us any 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,

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alteration to, or interference with, any of our property, except to the extent that such damage or destruction is caused by us.

- 5.3 If you wish to install your own cabling to access wireline site services, 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.
- 5.4 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.
- 5.5 Additional charges may apply if we need to extend or upgrade network infrastructure to supply your wireline site service.
- 5.6 We may refuse to supply the wireline site service if the requirements set out in this Telstra Remote Telemetry and Telstra Infrastructure Monitoring section are not met.

### **Specific terms for a satellite site service**

- 5.7 If relevant to your Service(s), you must not use a satellite site service for any high bandwidth services.
- 5.8 Your satellite site service may be unavailable from time to time, including due to a lack of satellite network coverage or clear line of sight from your Telstra Remote Telemetry customer premises-equipment or due to drops-outs or outages.

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## **6 Supplied equipment and software**

### **Equipment we will supply**

- 6.1 We will supply you with Telstra Remote Telemetry or Telstra Infrastructure Monitoring customer premises-equipment (“**Telstra CPE**”) for each site service (“**supplied equipment**”).
- 6.2 Telstra CPE does not include our networking equipment (such as Network Terminating Units) which forms part of the wireline site service.
- 6.3 Terminating units must be supplied by us. You cannot use any other terminating units or routers with the Service.



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6.4 If we or the equipment vendor stops supporting the supplied equipment, we may by giving at least 30 days written notice:

- (a) send you replacement supplied equipment with substantially equivalent or better rental equipment if you are still within your minimum term; or
- (b) terminate your Service(s) using the obsolete supplied equipment after the expiry of your minimum term.

### **Your obligations**

6.5 You are responsible for installing the supplied equipment for your Service(s). If you request us to install the supplied equipment at your site, we will charge additional charges which we will confirm on request.

6.6 You are responsible for the security of the supplied equipment once it is delivered to the site.

6.7 You must:

- (a) only use the supplied equipment with the Services and in accordance with our directions;
- (b) install (if applicable), maintain and support the supplied equipment;
- (c) provide proper accommodation for the supplied equipment;
- (d) comply with our directions from time to time regarding the location of the supplied equipment and the environment in which it is housed;
- (e) 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;
- (f) not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the supplied equipment except in accordance with our directions; and
- (g) 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 Telstra Remote Telemetry and Telstra Infrastructure Monitoring section.

6.8 The equipment may not operate successfully in temperature conditions less than zero degree and greater than 65 degrees Celsius.

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### Unauthorised use

- 6.9 You must take appropriate safeguards to prevent unauthorised or fraudulent use of your Service(s).
- 6.10 If any equipment is stolen, you must notify us immediately and authorise us to deactivate your service on the stolen equipment.
- 6.11 You are responsible for all charges incurred from use of your Service(s), including any unauthorised use. We reserve the right to charge applicable early termination charges if you cancel your service due to unauthorised use.

### Title in the supplied equipment

- 6.12 No title in the supplied equipment passes to you at any time unless you have purchased the equipment.

### Software

- 6.13 We procure the right for you to use any software provided with the Services (**supplied software**) on the same terms that the relevant third party vendor grants such licences. Such software may include software for you to manage the supplied equipment. You must comply with the licence terms.
- 6.14 We update the supplied software from time to time if we reasonably think it will help ensure the operability and security of your Service(s).

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## 7 Other required services

- 7.1 You will need a compatible Telstra head end connection to connect each of your head end monitoring management services to Telstra Remote Telemetry or Telstra Infrastructure Monitoring. We will confirm upon request the compatible head connections for the Services as updated from time to time.
- 7.2 The terms (including pricing) on which we provide your head end connection are set out in your separate agreement with us and in the section of Our Customer Terms applicable for that head end connection.

### Advanced Radius

- 7.3 To use the Services, you must also have the Advanced Radius value added service.
- 7.4 The terms (and pricing) on which we provide Advanced Radius are set out in your separate agreement with us and in Part C of the [IP Solutions section of Our Customer Terms](#).

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### 8 Service Availability, Maintenance Updates and Upgrades

- 8.1 You acknowledge and agree that we or our third-party service provider may perform scheduled maintenance on your Telstra Infrastructure Monitoring Service, which may cause your Service to be temporarily unavailable. We will give you reasonable notice before performing such scheduled maintenance.
- 8.2 From time to time, we or our third party service provider may apply upgrades, patches, bug fixes or other maintenance to your Telstra Infrastructure Monitoring Service (“**Maintenance**”). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify to you.
- 8.3 We are not required to develop, release or install any updates, upgrades, patches, bug fixes, new releases or new versions in respect of your Telstra Infrastructure Monitoring Service (“**Updates**”). When we do develop or release any Updates, we will give you reasonable notice of the Update if it is likely to impact your Service.

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### 9 Support

- 9.1 We will provide you with support in relation to pricing, billing, provisioning, and use of the device management service for Approved Devices. We can provide you with a list of current Approved Devices on request.

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### 10 Service Level Targets – Device Management Service

- 10.1 Your Service is made up of several elements. The service level targets in this section 10 do not provide an end-to-end availability target and only apply in relation to your Telstra Infrastructure Monitoring device management service. We will use reasonable efforts to meet the targets, but they are not guaranteed performance standards, and we are not liable for a failure to meet them.
- 10.2 We will use reasonable efforts to meet the following availability target for the device management service:

Device Management Platform Availability Measure	Standards
Device Management Platform Availability	99.95% (measure monthly) Excluding planned downtime

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### 11 Service assurance

#### Wireless site service response and restoration target times

- 11.1 The service assurance levels are indicative of our targets for response and restoration times of the Services we provide to you, and we do not guarantee that we will meet these service assurance levels.
- 11.2 For the Telstra Remote Telemetry service, the standard service assurance level:
- (i) for a wireline site service; and
  - (ii) for IP WAN,

is the service assurance level for your relevant access service, as set out in the relevant section of Our Customer Terms.

- 11.3 For the Telstra Infrastructure Monitoring service, the standard service level assurance level for a wireless site service is the service assurance level for the wireless access service, as set out in the relevant section of Our Customer Terms.

#### Telstra CPE

- 11.4 Subject to clause 11.6, if there are defects with Telstra CPE, we will repair or replace (at our choice):
- (a) Telstra CPE leased to you as part of the service for as long as you maintain your Service(s) with us; and
  - (b) any purchased Telstra CPE during the applicable warranty period.

You will need to follow our service assurance process as notified to you, which may require you to liaise directly with the CPE manufacturer.

- 11.5 The Services do not include any management or support services for the Telstra CPE (except as otherwise set out in this Telstra Remote Telemetry and Telstra Infrastructure Monitoring Section).
- 11.6 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 6.7 above, then you will need to bear the costs of repairing or replacement the equipment (including reimbursing our costs to replace or repair rented equipment).

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### 12 Fees and charges

12.1 You agree to pay all the applicable fees and charges incurred in respect of your Service(s) as set out in your application form or separate agreement with us or as priced at the time of order.

#### Data usage allowance

12.2 Where your plan has a data usage allowance, you will need to pay the applicable excess usage charges if you exceed the data usage allowance in a particular month. Any unused allowance is forfeited at the end of the month.

12.3 You may change to an available plan with a different data usage allowance at any time depending on your needs.

#### Additional charges

12.4 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 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).

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### 13 Cancellation and termination

#### Cancellation

If we are unable to supply your Service(s) due to the expiry or termination of any agreement between us and any of our suppliers, we may cancel your Service(s) (or any part of them). We will give you as much notice as possible in the circumstances.

#### Early termination charge

13.1 An early termination charge applies if:

- (a) you cancel a Service at any time before the end of its applicable minimum term (including before activation), except where the termination is due to our material breach; or
- (b) we cancel a Service before the end of its applicable minimum term due to your breach.

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- 13.2 Unless otherwise set out in your separate agreement with us, the early termination charge is 50% of  $A \times B$  where:

**A** is the monthly charge for the cancelled service for the month immediately preceding the 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.

- 13.3 You acknowledge that the early termination charge is a genuine pre-estimate of the loss we are likely to suffer.

### **Return of supplied equipment**

- 13.4 Upon the expiry, termination or cancellation of your Service(s) (or any part of them), we may collect or you must return to us the supplied equipment used to provide the relevant cancelled Service(s) (or any part of them).
- 13.5 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 or cancellation, you must pay us any 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.

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## **14 Changes and additional services**

- 14.1 You may request to make changes to your existing Service(s) (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 online using the portal we advise from time to time.
- 14.2 We will not charge you relocation costs to move a wireless site service as long as no wireline site service and satellite site service needs to be relocated.
- 14.3 It is your responsibility to relocate and re-install the supplied equipment.

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## **15 Special meanings**

The following words have the following special meanings:

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**ADSL** means asymmetrical digital subscriber line.

**Advanced Radius** has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

**Approved Devices** means hardware, equipment or devices that we approve of from time to time in connection with the Services.

**Facility** includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with Telstra Remote Telemetry or Telstra Infrastructure Monitoring.

**ADSL IP access** has the meaning given to it in the [ADSL IP access section of Our Customer Terms](#).

**IP WAN** has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

**IP WAN standard connection** has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

**IP Wireless** has the meaning given to it in the [IP Solutions 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.

**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.

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

**Telstra Mobile Network** has the meaning set out in Part A of the [Telstra Mobile section of Our Customer Terms](#).