

OUR CUSTOMER TERMS

TELSTRA VISIONNET VIDEO SERVICE SECTION

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Certain words are used with the specific meanings set out under clause 8 and in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.

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1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Telstra Visionnet Video service section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply.

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 Any right for us to suspend or terminate your Telstra Visionnet Video service in this section is in addition to our rights to suspend or terminate your Telstra Visionnet Video service under the General Terms.

2 THE TELSTRA VISIONNET VIDEO SERVICE

What is the Telstra Visionnet Video service?

- 2.1 The Telstra Visionnet Video service provides and manages certain video conferencing services. You can apply for:
 - (a) Visionnet Business pack, which is available where you have separately acquired and installed selected video equipment (Supported Equipment, detailed below) and wish to use that equipment with the Telstra Visionnet Video service. Visionnet Business pack consists of:
 - (i) A Telstra Ethernet Lite service (up to 2048 kbit/s);
 - (ii) Connection for one Supported Video Conferencing unit;
 - (iii) Video conferencing facilities available on the Telstra Visionnet Network such as conference bridging, scheduling and data sharing; and
 - (iv) A direct indial number and a fixed IP address.
 - (b) Visionnet Enterprise pack, which is available where you have separately acquired and installed selected Video equipment (**Supported Equipment**, see clauses 2.2 and 2.3) and wish to use that equipment with the Telstra Visionnet Video service. Visionnet Enterprise pack consists of:
 - (i) A Telstra Ethernet Lite service (up to 4048 kbit/s);
 - (ii) Connection for up to four (4) Supported Video Conferencing units;
 - (iii) Video conferencing facilities available on the Telstra Visionnet Network such as conference bridging, scheduling and data sharing; and
 - (iv) Four (4) Direct in-dial numbers and fixed IP addresses.

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Supported Equipment

- 2.2 Supported Equipment is equipment that complies with H.323 and H.264 standards as defined by the International Telecommunications Union (ITU).
- 2.3 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, Telstra does not guarantee that all features and functions beyond basic audio, video and data sharing will be supported by the Visionnet service on your separately acquired and installed equipment. You must consult your Telstra representative to confirm whether your equipment will provide full functionality with Visionnet.

General

- 2.4 Video end points dialled into a conference via ISDN may be limited in their ability to share content due to the bandwidth limitations of typical ISDN connections, or the incompatibility of older legacy ISDN video systems;
- 2.5 ISDN video endpoints can join into a conference by meeting on the Visionnet Video bridge. Direct point to point dialling is also possible as each Visionnet connected endpoint has a unique ISDN number. The assigned number shall have a (02) prefix regardless of the location of the Visionnet connected end point.
- 2.6 The Ethernet Lite service is provided to you on the terms set out in the Ethernet Lite section of Our Customer Terms (except for the charges, which are incorporated into your Telstra Visionnet Video service monthly fee).
- 2.7 Your Supported Video Conferencing endpoint(s) must be approved by us for use with your Telstra Visionnet Video service.
- 2.8 The Telstra Visionnet Video service is not available to Telstra wholesale customers.

3 USING YOUR TELSTRA VISIONNET VIDEO SERVICE

Training

- 3.1 On request you may apply for training on how to use your Telstra Visionnet Video service (Basic Training), for an additional charge. We provide training via your Telstra Visionnet Video service teleconferencing facilities during business hours and for a maximum of 10 attendees.

Restrictions on use

- 3.2 You must only use your Telstra Visionnet Video service for video conferencing. If you use your Telstra Visionnet Video service for any other purpose, we may terminate your service in accordance with the General Terms of Our Customer Terms.
- 3.3 We will only support your Telstra Visionnet Video service for video conferencing use within Australia and internationally through our international alliances.

Minimum Term and automatic renewal

- 3.4 If you apply for a Visionnet Enterprise or Visionnet Business service you must take the Telstra Visionnet Video service for a minimum term of 24 months.
- 3.5 Your Telstra Visionnet Video service will automatically renew for a further 12 month term

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upon expiry of the minimum term, or the then current renewal term, unless you notify us that your service is not to be renewed prior to expiry of the minimum term or the then current renewal term for your service. We will provide you with reasonable advance notice that your service is about to be renewed. After your service has renewed, you can terminate your service at any time in which case we will not charge you the standard early termination charges for your service (if any), but we may charge you an amount equal to the actual third-party 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 termination. If we fail to provide you with reasonable advance notice, you may terminate your service at any time after your service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

- 3.6 The applicable monthly charges during your minimum term and any automatic renewal term are as set out in your application form or separate agreement with us.

Early Termination Charge

- 3.7 If during the minimum term, or the then current renewal term (as applicable), your Telstra Visionnet Video service is cancelled for any reason other than for our material breach, we may charge you an amount equal to 60% of the monthly charges multiplied by the number of remaining months remaining in the minimum term, or the then current renewal term (as applicable). You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

Notification of Software updates

- 3.8 From time to time, we may provide you with email alerts regarding interruptions to service, software updates, security issues and product information. We will use the email address that you provide to us in the submitted application form. You consent to receiving these emails.

4 EQUIPMENT

Your responsibilities

- 4.1 You must only use the Supported Video Conferencing Endpoint(s)
- (a) in connection with the Telstra Visionnet Video 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 the Ethernet Lite service provided by us as part of the Telstra Visionnet Video service and must not attach or enable connection with any other equipment or service.
- 4.2 You must:
- (a) provide:

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- (i) a dedicated Ethernet connector and 240V power in the room of each endpoint installation; and
 - (ii) A dedicated CAT5 or CAT6 cable from the cable distribution room (also known as the communications room), where the Ethernet Lite service terminates, to the Ethernet connector in the room of the endpoint installation. This cable should not exceed 100 meters in length;
 - (iii) 4RU Rack Space and three power points in the assigned communications room
- (b) ensure the availability of necessary auxiliary services for the correct operation of the Equipment;
 - (c) protect Equipment from electrostatic interference and power surges;
 - (d) allow us (or our subcontractors) to inspect the Equipment on reasonable notice.

Third party suppliers

- 4.3 You acknowledge that we purchase some components of the Telstra Visionnet Video service from third party suppliers. If one of our third party suppliers suspends, cancels or terminates a product or service that we rely on to provide you with your Telstra Visionnet Video service, we may suspend, cancel or terminate your Telstra Visionnet Video service or the affected part of your service in accordance with our General Terms. We will give you as much notice as is reasonably possible in the circumstances.

5 INSTALLATION AND COMMISSIONING

Your premises

- 5.1 It is your responsibility to ensure that your nominated sites are suitable for video conferencing.
- 5.2 It is your responsibility to provide us (and our contractors) with access to your video conference rooms, CPE accounts and passwords necessary to access your equipment and provide the Telstra Visionnet Video service. Additional fees may apply in the event that we (or our contractor) attend your premise but are unable to access your nominated sites or equipment because of a failure by you.
- 5.3 If you request, or if we recommend, we can carry out a site survey to assess your nominated sites for video conferencing. A fee may be charged for this service, as set out in your separate agreement with us.
- 5.4 If following the site survey we recommend a network upgrade, you must agree to this upgrade before we will agree to provide the Telstra Visionnet Video service.
- 5.5 You must ensure that you prepare your nominated sites in accordance with our instructions so that we can deliver and install the equipment. You must also provide us (and any third parties assisting us) with reasonable assistance to install the equipment.
- 5.6 We will tell you when we have completed the installation of your equipment. We will test the equipment following installation to check that it is working correctly and you agree to provide us with reasonable assistance to allow us to carry out such testing.

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- 5.7 We may charge you additional fees to fix problems with your equipment that we do not cause and which occur during installation.

Installing your equipment

- 5.8 The installation services do not include:
- (a) patching of equipment to the existing cabling infrastructure;
 - (b) the provision of any rack (rack unit) or supporting structure to house the equipment;
 - (c) any cabling; or
 - (d) any MAN, WAN or LAN cabling or upgrades to your equipment.
- 5.9 If we install any additional purchased equipment you obtain from us separately, then you agree to pay us the relevant installation charges for that equipment.

6 SECURITY

- 6.1 You are responsible for ensuring the confidentiality of any call-in numbers, account numbers, authentication details, and passwords issued to you as part of the Telstra Visionnet Video service.
- 6.2 You must notify us if you suspect that your authentication details have been disclosed to another person without your consent.
- 6.3 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable for any loss or damage that you or any other person suffer as a result of your use of the Telstra Visionnet Video service or from disclosing your account number, authentication details, password or call in number(s), except to the extent the loss or damage is caused or contributed to by our (or our contractors') negligence or breach of Our Customer Terms.
- 6.4 You are solely responsible for all use of the Telstra Visionnet Video service using your authentication details, regardless of whether or not the use was authorised by you.

7 FEES AND CHARGES FOR CUSTOMERS

- 7.1 To obtain the Telstra Visionnet Video service, you can purchase one or more of the service bundles described in your application form or separate agreement with us. We charge you the monthly charge set out in your application form or separate agreement with us for the service bundle(s) that you purchase.
- 7.2 We do not charge you for video and audio calls between your Telstra Visionnet Video services and other Telstra Visionnet Video services.
- 7.3 We charge you the following ISDN calling charges for video and audio calls originating from your Telstra Visionnet Video service:

Australia ISDN Dial-Out per site

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CALL TYPE VIDEO	BANDWIDTH	CHARGE PER HOUR (GST EXCL.)
Local Sydney)	384 kbit/s	\$86.40
National - 25km & 85km from CBD	384 kbit/s	\$172.80
National Capital City	384 kbit/s	\$86.40
National over 85km	384 kbit/s	\$205.20

CALL TYPE AUDIO	CHARGE PER HOUR (GST EXCL.)
Landline National	\$8.40
Mobile Phone	\$60.00

Contracts entered into before 16 December 2012

International ISDN Dial-Out per site

CALL TYPE INTERNATIONAL ISDN DIAL-OUT VIDEO	BANDWIDTH	CHARGE PER HOUR (GST EXCL.)
(1) Canada	384 kbit/s	\$13.75
(33) France	384 kbit/s	\$14.84
(852) Hong Kong	384 kbit/s	\$14.45
(81) Japan	384 kbit/s	\$16.10
(64) New Zealand	384 kbit/s	\$8.51
(65) Singapore	384 Kbit/s	\$14.45
(27) South Africa	384 Kbit/s	\$16.70
(971) United Arab Emirates	384 Kbit/s	\$8.51
(1) United States of America	384 Kbit/s	\$13.75
(44) United Kingdom	384 Kbit/s	\$13.75

The definitions of these call types are set out in Part A - General of the Basic Telephone Service section of Our Customer Terms [at http://telstra.com.au/customer-terms/business-government/fixed-line/bus-general/](http://telstra.com.au/customer-terms/business-government/fixed-line/bus-general/).

Contracts entered into on or after 16 December 2012

International ISDN Dial-Out per site

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CALL TYPE INTERNATIONAL ISDN DIAL-OUT VIDEO	BANDWIDTH	CHARGE PER MINUTE (GST EXCL.)
(1) Canada	384 kbit/s	\$13.75
(33) France	384 kbit/s	\$14.84
(852) Hong Kong	384 kbit/s	\$14.45
(81) Japan	384 kbit/s	\$16.10
(64) New Zealand	384 kbit/s	\$8.51
(65) Singapore	384 Kbit/s	\$14.45
(27) South Africa	384 Kbit/s	\$16.70
(971) United Arab Emirates	384 Kbit/s	\$8.51
(1) United States of America	384 Kbit/s	\$13.75
(44) United Kingdom	384 Kbit/s	\$13.75

The definitions of these call types are set out in Part A - General of the Basic Telephone Service section of Our Customer Terms at <http://telstra.com.au/customer-terms/business-government/fixed-line/bus-general/>.

7.4 Originating calls include calls which are:

(a) video or audio calls originating from your video conference endpoint(s).

7.5 Incoming video and audio calls to your Telstra Visionnet Video service are charged to the party who originated the call, as set out in their applicable agreement.

8 SERVICE ASSURANCE

Service Desk and Technical Support

8.1 We will provide you with helpdesk support for your Telstra Visionnet Video service through the Telstra iVision (TiV) Service Desk

8.2 You can contact the Service Desk on 1800 284 336 between 07:00 – 19:00 (AEST or AEDST when applicable) on business days. Calls to this number 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 Service Desk representative will return your call.

Onsite Fix/Replace

8.3 If you report a fault on your Telstra Visionnet Video service and we are not able to resolve it remotely, on request, we will:

- (a) attend your nominated site between 08:00 - 17:00 (AEST or AEDST when applicable) on business days (**Business Hours**) and diagnose the fault; and
- (b) use our reasonable endeavours to resolve the fault or advise you on a way to proceed in resolving the fault.

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- 8.4 If we determine that there is no fault with the Supported Video Conferencing Endpoint(s) where:
- (a) you have either Essentials Managed service – Business Hours or Enhanced Managed service – Business Hours and we perform on-site technical support; or
 - (b) you require on-site technical support as a result of failure in your Supported Equipment and the failure is due to:
 - (i) a failure to follow our installation, operation, maintenance or other instructions;
 - (ii) any unauthorised modification or alteration to the Rental or Supported Equipment;
 - (iii) abuse, misuse, negligent acts or omissions by you or any person under your control; or
 - (iv) an event or act outside our reasonable control,
 then we may charge you our reasonable costs incurred in identifying, examining and rectifying such faults.

- 8.5 We will not be responsible for the availability of your Telstra Visionnet Video service when you or any person accessing your Telstra Visionnet Video service has caused the fault.

Service level targets

- 8.6 We aim, but do not guarantee, to respond to requests regarding your video conferencing endpoint 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
Service Desk	Mon – Fri 07:00 – 19:00 AEST or AEDST when applicable	24x7
Response Time	120 Mins	60 Mins
Restore Times: 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

- 8.7 For issues logged with the Service Desk between the hours of 07:00 and 19:00 (AEST or AEDST when applicable) on business days, we aim, but do not guarantee, to meet the following service restoration for your Visionnet service:

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Severity level	Response and update times	Restoration targets
1	Within 15 minutes from the initial report to the helpdesk	4 Hours
2	Within 15 minutes from the initial report to the helpdesk	24 Hours
3	Within 15 minutes from the initial report to the helpdesk	72 Hours

** All Restoration times are subject to the underlying network availability and site access and do not apply to fatal network or Equipment faults.

- 8.8 For issues associated with the dedicated Ethernet Lite access link, we will try, but do not promise, to meet the following service levels for availability of your Telstra Visionnet Video Conference service:

Severity level	Response and update times	Restoration targets - Metropolitan sites	Restoration targets - Regional sites
1	Within 15 minutes from the initial report to us	Next business day	Within 4 business days
2	Within 15 minutes from the initial report to us	Next business day	Within 4 business days
3	Within 15 minutes from the initial report to us	Less than 48 hours	Within 4 business days

Planned outages

- 8.9 From time to time we may need to implement a planned outage. This may involve us interrupting the Telstra Visionnet Video service to perform work such as network upgrades, modifications to hardware or software or testing.
- 8.10 We will use reasonable endeavours to:
- provide you with at least 2 business days notice (via email or otherwise) prior to the planned outage;
 - ensure that planned outages on business days are between the hours of 19:00 -06:00 (AEST or AEDST when applicable); and
 - ensure that any planned outage does not exceed 10 hours per quarter in total.

9 SPECIAL MEANINGS

- 9.1 The following words have the following special meanings:

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

CBD zone has the meaning set out in the Ethernet Lite section of Our Customer Terms.

Hosted Video Conferencing Facilities means the video conferencing services that are delivered by capability built into our network. These facilities include capability such as: multiparty conference bridging, scheduling, data sharing and ISDN/IP gateway.

Metro has the meaning set out in the Ethernet Lite section of Our Customer Terms.

Metro site means any site that is in a CBD zone or metro area.

Regional has the meaning set out in the Ethernet Lite section of Our Customer Terms.

Regional site means any site that is in a regional or remote area.

Remote in relation to the provisioning of your service, has the meaning set out in the Ethernet Lite section of Our Customer Terms and in relation to service assurance 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 service is restored.

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

Severity 1 means a critical incident which requires immediate corrective action and has a direct and immediate customer impact. The Hosted Video Conferencing Facilities are, or your Telstra Visionnet Video endpoint is, completely unavailable (as applicable).

Severity 2 means a high impact incident which requires prompt corrective action and has a direct customer impact. The Hosted Video Conferencing Facilities are, or your Telstra Visionnet Video endpoint is, completely unavailable and there is no immediately obvious work-around (as applicable).

Severity 3 means a medium impact incident which requires managed restoration. The Hosted Video Conferencing Facilities are, or your Telstra Visionnet Video endpoint is, available, but a work-around is available, or a customer can operate in a reduced capacity (as applicable).

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