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Certain words are used with the specific meanings set out on page 33 or in the [General Terms of Our Customer Terms](#) (“General Terms”).

1 About the Adaptive Assured Networks section

Our Customer Terms

- 1.1 This is the Adaptive Assured Networks (“ADANET”) section of Our Customer Terms.
- 1.2 The General Terms apply unless you have a separate agreement with us, which excludes the General Terms.

Inconsistencies

- 1.3 This section applies to the extent of any inconsistency with General Terms.
- 1.4 If this section lets us suspend or terminate your service, that’s in addition to our rights to suspend or terminate your service under the General Terms.

2 Adaptive Assured Networks

What is ADANET?

- 2.1 The ADANET service assures your data network and associated accredited equipment and allows you to choose from a broad range of optional services.
- 2.2 The ADANET service includes some or all of the following (depending on what you choose):
 - (a) network design services;
 - (b) purchase or rental of accredited equipment;
 - (c) network implementation services;
 - (d) network assurance services;
 - (e) equipment maintenance services;
 - (f) performance reporting services; and
 - (g) other additional services in relation to your data network.
- 2.3 To apply for a ADANET service at a site, you must:
 - (a) have an appropriate data carriage service with us at that site; and

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(b) meet our minimum technical requirements.

- 2.4 For your ADANET service, you can choose equipment maintenance level and performance reporting for each device.
- 2.5 If additional hardware (eg. an interface card) is installed or located in your equipment we must assure the equipment that the hardware is installed or located in.
- 2.6 We cannot provide a ADANET service if a third party manages the relevant equipment.

Incompatible equipment

- 2.7 We only provide a ADANET service for accredited equipment we approve in advance.

No assignment or resupply

- 2.8 The ADANET service is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply the ADANET service to a third party.

Carriage service assurance

- 2.9 As part of your ADANET service, we manage the restoration of your related Telstra carriage services according to your chosen service assurance level for each carriage service. Details can be found in the Standard Restoration and SLA Premium section of Our Customer Terms or in the terms for your carriage service.

When we perform work

- 2.10 Unless otherwise stated, we perform work as part of your ADANET service (including installation, configuration, site surveys or site audits and equipment services) during business hours. Additional charges apply for work outside business hours, which we can confirm on request.

We have to approve requests

- 2.11 In this ADANET section of Our Customer Terms, where it states that 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.

3 Additional Services

- 3.1 You can apply for the following additional services as part of your ADANET service:
- (a) SD-WAN Adapt;

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- (b) Adapt Assured Meraki
- (c) Rapid Activation; and
- (d) OpenRoaming™ with Telstra,

The applicable terms and conditions for these additional services are set out in the clauses below.

- 3.2 We can confirm whether the above additional services are available with your ADANET service at the time you apply.

4 SD-WAN Adapt service

- 4.1 Telstra SD-WAN Adapt supports the following vendor technologies:

- (a) VMware (“**SD-WAN Adapt VMware**”); and
- (b) CISCO (“**SD-WAN Adapt CISCO**”);
(together **SD-WAN services**).

- 4.2 For SD-WAN services:

- (a) the only network performance reporting feature provided is the online reporting functionality included with the SD-WAN solution provided by the vendor;
- (b) we configure encryption taking into account your requests, what the technology allows and our legal obligations as a carrier. We may not have access to the decryption keys if they are managed by the vendor;
- (c) we use the vendor’s relevant API protocol to access customer premises equipment to manage security features. This means that we will not be able to provide you command-line interface (CLI) access;
- (d) you can also connect a third-party Internet link, in which case clause 15 will apply.

- 4.3 In order for us to provide the SD-WAN services to you, you must keep purchasing the following from us at additional charges that we notify to you at the time of your order or renewal:

- (a) vendor maintenance for any equipment that forms part of the SD-WAN solution; and
- (b) software subscription for any software that forms part of the SD-WAN solution or that we need to manage your SD-WAN service.

- 4.4 Hardware maintenance for your SD-WAN service is dependent on the access availability to your site and any associated vendor related dependency. This may impact Telstra's ability to meet restoration targets
- 4.5 Hardware, software license and maintenance charges are specified in your quote from Telstra and are subject to change based on vendor price updates
- 4.6 Telstra will be updating the SD-WAN platform and devices at our discretion as new software versions are released by the vendor. This may cause a disruption to your network services which you will be notified of in advance.

5 Adapt Assured Meraki (Managed Wi-Fi Cloud)

- 5.1 Adapt Assured Meraki aims to deliver fast deployment of Wi-Fi access points and gives you analytics information. You can use the service to let your customers or end users access the Internet on your premises and to understand their behaviours.
- 5.2 It includes some or all of the following (depending on what you request):
 - (a) access points – each access point supports a certain number of users;
 - (b) switches – provides device connectivity and gives application visibility;
 - (c) security appliances – blocks content at a specific level;
 - (d) accessories – additional hardware that compliments your switches and security appliances, including uplinks and interface modules; and
 - (e) a cloud based dashboard – delivers reporting and analytics information. It provides a centralised view of your Adapt Assured Meraki devices and analytics information on your customers and end users. This information could include their length of stay, applications used and sites visited.
- 5.3 In relation to Adapt Assured Meraki, you must always ensure that:
 - (a) you have a compatible Telstra Internet service for use with Adapt Assured Meraki;
 - (b) your sites meet our requirements, including our requirements from time to time on power, cabling and rack space; and
 - (c) we assure your switches at the site for connection of your access points;
- 5.4 You can also connect a third-party Internet link in relation to your Adapt Assured Meraki, in which case clause 15 will apply.
- 5.5 You may need to obtain a site survey before we can provide you with Adapt Assured Meraki – see clause 14.3.

- 5.6 We may deliver feature updates or enhancements via the cloud to your Adapt Assured Meraki devices. When this happens, there may be a short outage to your Adapt Assured Meraki service.
- 5.7 In relation to your obligations under clause 10.6 to comply with the licence terms for your Adapt Assured Meraki service, the most recent terms are set out on <https://meraki.cisco.com/> (as updated from time to time).

6 Rapid Activation

- 6.1 Rapid activation is available on compatible devices and will provide each compatible device with a temporary primary mobile connection (**Mobile Connection**) until your Telstra fixed carriage primary connection (being BIP Adapt, TID Adapt or T-Biz Broadband) is ready to be switched on (**Rapid Activation**).
- 6.2 Subject to clause 6.4, you can request Rapid Activation as an optional add-on for your Telstra managed SDWAN service if:
- (a) Telstra has notified you that there will be a substantial delay in the activation of your fixed carriage primary service (**Substantial Delay**); or
 - (b) a Substantial Delay in the activation of your fixed carriage primary service is identified as a result of a cellular service qualification assessment (**CSQ Assessment**);
- and
- (c) the expected wait time for the activation is reasonably expected to substantially impair your operations and/or network.
- 6.3 In order to undertake a CSQ Assessment, Telstra will provide you with instructions and you will undertake the assessment in accordance with those instructions. Once the assessment is complete, Telstra will advise you if you are eligible to request Rapid Activation.
- 6.4 In order to receive Rapid Activation:
- (a) the carriage service you order in connection with SDWAN service must be a compatible service;
 - (b) you must order a compatible mobile service from us; and
 - (c) we may require you to order an external antenna from us.
- 6.5 If you are eligible to order Rapid Activation in accordance with clause 6.1, and you have placed such an order, during the installation phase of completing the order Telstra will despatch a technician to your site(s) to:

- (a) verify that there will be sufficient throughput and/or mobile signal (**Sufficient Throughput**) so that you will receive the benefit of Rapid Activation (as coverage of our mobile network varies from location to location and we do not provide any guarantees about the availability of our mobile network); and
 - (b) if so, will enable Rapid Activation on your compatible devices.
- 6.6 If the technician identifies that there will not be Sufficient Throughput at your site, we will notify you and:
- (a) if we are of the view that an external antenna may help in ensuring Sufficient Throughput, we will advise you and you may:
 - (i) place an order for an external antenna; or
 - (ii) if you do not wish to place such an order, we will not proceed with Rapid Activation at the site; or
 - (b) if we are of the view that an external antenna will not assist in ensuring Sufficient Throughput at the site, we will not proceed with Rapid Activation at your site.
- 6.7 If Rapid Activation is enabled, when your primary fixed carriage connection is switched on, your Mobile Connection will then operate as a backup connection, a secondary connection, or will be deactivated, depending on what you have told us in writing. If you have not told us anything in writing, then your Mobile Connection will continue to work as a backup connection until you advise us that you no longer wish for this to continue.
- 6.8 If you have ordered Rapid Activation, once it is implemented your managed SD-WAN service will be deemed to have been activated, and:
- (a) the assurance measures set out in clause 16 will apply; and
 - (b) billing will commence from that point.

7 OpenRoaming™ with Telstra

- 7.1 Following initial verification, OpenRoaming™ with Telstra enables users to automatically connect devices to your Wi-Fi networks via an identity provider who approves the connection.
- 7.2 OpenRoaming™ with Telstra includes the following elements:
- (a) Cloud Federation - access to a federation of networks and identity providers to enable automatic roaming and user onboarding on Wi-Fi. The Cloud

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Federation is based on the Wireless Broadband Alliance's (WBA) Wireless Roaming Intermediary eXchange (WRIX) standards;

- (b) Cyber Security - secured interconnection and encrypted communications across Wi-Fi networks that are part of the Cloud Federation; and
- (c) Network Automation - Network automation defines an automated roaming consortium codes framework (RCOI) to support policy provision on devices and networks. It enables users to move between fixed and cellular networks. Organisations that manage a Wi-Fi Certified Passpoint®-enabled network may become part of the WBA OpenRoaming™ federation, enabling access to Wi-Fi networks grouped in the same RCOI.

7.3 Access to an OpenRoaming™ application enables you to check connectivity status. End users with iOS and Android devices will also need to download and use the OpenRoaming™ application for first time connection. Android devices can also connect via the native Hotspot 2 functionality of their device. Use of the OpenRoaming™ application is subject to acceptance of the following end user licence agreement: <https://wballiance.com/openroaming/toc/>

Eligibility

7.4 Unless otherwise expressly agreed, OpenRoaming™ with Telstra is currently only available on an Adapt Assured Meraki service from us.

Identity Providers

7.5 OpenRoaming™ with Telstra includes access to a number of independent identity providers such as OEMs (Google, Samsung, Apple and Microsoft). They will authenticate users via Telstra's OpenRoaming™ ecosystem brokerage.

7.6 If you join the WBA OpenRoaming™ consortium, you will have access to additional identity providers. These additional identity providers offer the ability to authenticate users onto Wi-Fi networks via your own platforms (such as CRM applications). You may have to agree to separate terms with the additional identity providers.

7.7 It is your responsibility to inform your end users how their information will be collected and used.

Setup and activation

7.8 The OpenRoaming™ with Telstra add-on is enabled per access point.

7.9 We can provide a quote to enable OpenRoaming™ with Telstra on new or additional access points upon request.

7.10 You need to notify us of the Guest Wi-Fi SSID naming for your Wi-Fi network(s).

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7.11 During the configuration process, we will need to test the OpenRoaming™ with Telstra service on your network. The test access point is owned by us and is separate to the access points deployed to you as part of your Adapt Assured Meraki service.

7.12 We will notify you once the setup of OpenRoaming™ with Telstra is complete.

Access & Authentication Monitoring

7.13 Monitoring of OpenRoaming™ with Telstra authentication failures is reactive.

7.14 Where you raise an issue with us, we will test your account to determine nature of problem (i.e. whether it's a network/access point or device fault). If the issue does not relate to the network or an access point, we will deem the issue as device related and will advise you of this. It is your responsibility to rectify any issues with devices.

Service Management

7.15 The assurance for your OpenRoaming™ with Telstra services is the same as the assurance option you have selected for your Telstra manage Wi-fi solution such as Adapt Assured Meraki service and you can log a fault in the same way as you do with your Adapt Assured Meraki service (for example).

7.16 Assurance for OpenRoaming™ with Telstra includes issue triage, network fault assessment and remediation by checking your OpenRoaming™ with Telstra network status (above the access point level).

Charges

7.17 We will charge you a monthly fee per access point enabled with OpenRoaming™ with Telstra. The fee will depend on how many access points are enabled with OpenRoaming™ with Telstra in accordance with the table below.

Pricing Tier	No. of access points
1	1 – 50
2	51 – 100
3	101- 500
4	501 – 1000
5	1001+

- 7.18 You may increase or decrease the number of access points with OpenRoaming™ from Telstra enabled by making a change request. If the new total number of access points with OpenRoaming™ with Telstra results in a change in pricing tier this will be reflected in your next bill.

8 Access Privileges

Admin Users

- 8.1 All access privileges (including read-only and limited read-write) will be managed by your nominated admin user/s within Telstra Connect (“**Admin User**”). The Admin User is responsible for the lifecycle of all user management, including the addition, deletion and modification of users who are granted access to the network service (“**Authorised Users**”).
- 8.2 Admin Users:
- (a) must ensure all Authorised Users have read and agreed to clauses 8.3 to 8.9 (as they relate to their access);
 - (b) must only give access to Authorised Users from your organisation and not to any of your third-party providers;
 - (c) must use individual and specific email addresses (and not group emails – example: itsupport@customer.com is not acceptable);
 - (d) are responsible for each Authorised User who has visibility of network device configurations and other information, including information used to help protect the security and integrity of your network (such as passwords) (“**Security Information**”); and
 - (e) must ensure the Security Information made available to you and your Authorised Users is used only for assuring equipment forming part of your Adapt Assured Meraki or SD-WAN Adapt service. You must not use, or allow Authorised Users to use, that information for a purpose other than that described in clause 8.7.

Read-Only Access Privileges – Adapt Assured Meraki & SD-WAN Adapt Services

- 8.3 Authorised Users who are given read-only access to the Adapt Assured Meraki or SD-WAN portals will have read access (but no change rights) to most aspects of their respective network service, including Security Information.
- 8.4 Both Admin Users and any of their Authorised Users who are given read-only access under clause 8.3:

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- (a) must log in to the respective Adapt Assured Meraki or SD-WAN Adapt VMware or SD-WAN Adapt Cisco portal from T-Connect via single sign on (“SSO”);
- (b) acknowledge that the Security Information could potentially be used to compromise the operation or security of the Adapt Assured Meraki or SD-WAN Adapt service and your network or equipment;
- (c) must ensure third parties do not see, access, or use the Security Information or your read-access;
- (d) are solely responsible for, and accept any liability in connection with, any use or disclosure, and the protection of all Security Information accessed using your read only-access; and
- (e) must promptly follow our instructions and comply with our requests from time to time in relation to your read-only access.

Limited Read-Write Access Privileges – Adapt Assured Meraki & SD-WAN Adapt Services Only

- 8.5 Authorised Users who are given limited read-write access privileges to the Adapt Assured Meraki or SD-WAN Adapt VMware or SD-WAN Adapt Cisco portal will be able to make simple changes to the respective network service.
- 8.6 Admin Users and all Authorised Users who are given limited read-write access under clause 8.5:
- (a) must log in to the respective Adapt Assured Meraki or SD-WAN Adapt VMware or SD-WAN Adapt Cisco portal from T-Connect via SSO;
 - (b) acknowledge that the Security Information could potentially be used to compromise the operation or security of the Adapt Assured Meraki or SD-WAN Adapt service and your network or equipment;
 - (c) must ensure third parties do not see, access or use the Security Information or the limited read-write access;
 - (d) must ensure the Security Information made available to you is used only for assuring equipment forming part of your Adapt Assured Meraki or SD-WAN Adapt service. You must not use, or allow Authorised Users to use, that information for a purpose other than that described in clause 8.7;
 - (e) are solely responsible for, and accept any liability arising from, any use or disclosure and the protection of all Security Information accessed using your limited read-write access;
 - (f) must not modify configuration associated with devices that are pending deployment to production. You must only modify configuration associated

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with devices once they have been operationally delivered by us into the production network and have successfully completed user acceptance testing;

- (g) must promptly follow our instructions and comply with our requests from time to time in relation to your limited write access.

8.7 You must ensure that Authorised Users with limited read-write access only perform approved customer change activities (“**Approved Customer Change Activities**”) listed in clauses 8.8 and 8.9, even if the Adapt Assured Meraki or SD-WAN Adapt VMware or SD-WAN Adapt Cisco portals allow other activities. We are not liable or responsible for these other activities or any resulting consequences arising from the use of these activities. The list of Approved Customer Change Activities may change from time to time.

8.8 The Approved Customer Change Activities for Adapt Assured Meraki are:

- (a) Wi-Fi SSID name change;
- (b) Wi-Fi SSID password change;
- (c) Switch port change;
- (d) VLAN/Subnet change;
- (e) add new static routes;
- (f) delete customer added static routes;
- (g) create, change and apply group policy;
- (h) traffic shaping;
- (i) layer 3 and layer 7 firewall rules;
- (j) content filtering;
- (k) URL blacklist/whitelist;
- (l) client whitelist/blacklist; and
- (m) create/update splash page.

8.9 The Approved Customer Change Activities for SD-WAN Adapt VMware are:

Portal Section	Approved Customer Change Activity
Monitor → Reports	<ul style="list-style-type: none">• Generate reports

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<p>Configure → Edges → Edge Overview</p>	<ul style="list-style-type: none"> • Custom info field • Analytics feature • Update location and contact details
<p>Configure → Edges → Device</p>	<ul style="list-style-type: none"> • Static Route Settings • ICMP Probes & Responders • Analytics Interface • Configure VLAN: add VLAN, add DHCP Scope • Interface Settings <p>The following attributes can be changed via the "Enable Edge Override" button:</p> <ul style="list-style-type: none"> • Authentication Settings • DNS Settings • Netflow settings • LAN-side NAT rules • Syslog Settings • Cloud VPN (Branch to Non-SD-WAN via Edge) • BGP Settings • OSPF Areas • Cloud Security Services • Zscaler • Wi-Fi Radio Settings • Multi-Source QoS • SNMP Settings • NTP • Visibility Mode • Analytics Settings
<p>Configure → Edges → Business Policy</p>	<ul style="list-style-type: none"> • Configure Segment Rules <p>Note: 'SD-WAN Traffic Class and Weight Mapping' and 'SD-WAN Overlay Rate Limit' are read-only</p>
<p>Configure → Edges → Firewall</p>	<ul style="list-style-type: none"> • Segment firewall rules • Inbound ACLs • Port forwarding • 1:1 NAT rules

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Configure → Object Groups	<ul style="list-style-type: none"> • Add new object groups • Add objects
Test & Troubleshoot → Remote Diagnostics	<ul style="list-style-type: none"> • Execute diagnostics
Test & Troubleshoot → Packet Capture	<ul style="list-style-type: none"> • Execute packet capture

8.10 The Approved Customer Change Activities for SD-WAN Adapt Cisco are:

Policies	Centralised Policies	<ul style="list-style-type: none"> • Edit and deploy changes to active Application Aware Routing policies and associated policy Lists • Edit and deploy changes to active CflowD policies and associated policy Lists
	Localised Policies	<ul style="list-style-type: none"> • Edit and deploy changes to active Route Policies and associated policy Lists
	Security Policies	<ul style="list-style-type: none"> • Edit and deploy changes to active Security Policies and associated policy Lists • Edit and deploy changes to active Firewall Policies and associated policy Lists

- 8.11 If you, your Authorised Users, or any person using your limited read-write access makes any changes that cause or contribute to any faults or incidents, this is deemed to be covered by clause 16.12.
- 8.12 You must not change the device name and/or device location or uplink configuration whilst having limited read-write access. Instead, you can contact us for these changes.

9 Service term and termination

Minimum term

- 9.1 The minimum term is:
- (a) 1 months for each component of your ADANET service (other than SD-WAN Adapt);
 - (b) 36 months for a SD-WAN Adapt service; or
 - (c) any longer period set out in your separate agreement with us.
- 9.2 The minimum term:
- (d) is separate for each device;
 - (e) starts on the date we first provide you with equipment services for the device; and
 - (f) during which you rent an item of equipment from us, must be the same as the minimum term of your equipment services for that rental equipment.
- 9.3 After the minimum term:
- (a) your ADANET service for the relevant device continues until terminated; and
 - (b) you or we may terminate your ADANET service in respect of a device by giving at least 30 days' prior written notice. Termination of a ADANET service for one device does not affect your ADANET service for other devices
- 9.4 After the minimum term during which you rent an item of equipment from us, you may:
- (a) continue to rent the equipment from us;
 - (b) return the equipment to us; or
 - (c) if we agree, buy the equipment (we will tell you the purchase price on request).

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Termination

- 9.5 You must immediately tell us if a party (other than you or us) manages your data network or any devices on your network. If this occurs, we may immediately terminate your ADANET service in whole or in part and, if you are still within your minimum term, you may have to pay us certain cancellation costs associated with hardware, software licences and amortised fees (“**cancellation costs**”).
- 9.6 You can terminate a ADANET service by giving us at least 30 days’ prior written notice, but if you do so before the end of the applicable minimum term for that ADANET service, you may have to pay us cancellation costs.
- 9.7 Details of applicable cancellation costs are set out in your separate agreement with us.
- 9.8 If you have:
- (a) a ADANET service, you may terminate the ADANET service as a whole or terminate individual components or any additional services;
 - (b) additional services, you may terminate an additional service independently from your ADANET service. But if you terminate an ADANET service, any associated additional services must also be terminated.
- 9.9 We can terminate any or all of your ADANET services if you cause a defect or incident by accidental damage, or improper or negligent use of the equipment or the network. If we terminate a part of your ADANET service (for example, the equipment service for a device), the other parts of your ADANET service aren’t affected unless we terminate the equipment rental, in which case all associated equipment services and additional services are terminated.
- 9.10 If you have a ADANET service, we may terminate your ADANET service on a device by giving you at least 30 days written notice, if we no longer support that device.

Consequences of terminating a rental arrangement

- 9.11 If the rental arrangement for equipment is terminated for your ADANET service, then you must immediately, at your cost:
- (a) return that equipment to an address we tell you and tell us in writing that you have done so (including by telling us the delivery address and date, the equipment’s serial number, the courier company name, the consignment note number, and such other information we reasonably request); or
 - (b) where we specify it is possible, purchase the applicable equipment. We will tell you the purchase price on request.

- 9.12 We continue to charge you for the equipment rental (and if applicable, the service tier or other charges) until you either return or purchase the rental equipment.

10 Equipment

How you can get equipment

- 10.1 We may provide equipment services on:
- (a) your existing equipment if we (or our supplier) can support that equipment;
 - (b) equipment you rent from us; or
 - (c) equipment you buy from us.
- 10.2 We deliver the equipment that you rent or buy from us, to your nominated address.
- 10.3 You are responsible for the security of the equipment once delivered to your site. If the equipment is delivered to you before installation, you must make the equipment available for installation.
- 10.4 Where possible, we use reasonable efforts to obtain the benefit of any warranties applicable to the equipment.
- 10.5 We aim (but don't guarantee) to deliver equipment to your premises within 30 business days of us accepting your application.

Licence to use related software

- 10.6 We procure the right for you to use any software that forms part of the equipment or the ADANET service on the same terms that the relevant third party vendor grants such licences. You must comply with the licence terms.

Your equipment obligations

- 10.7 You must obtain our prior written consent before repairing or servicing the equipment or altering your access service.
- 10.8 Regardless of whether you buy or rent equipment from us, you must not alter the labels or other identifying marks on any equipment we provide you.

11 Rental and purchase of equipment

Obtaining rental equipment

- 11.1 Rental of equipment is only available in connection with certain ADANET services. We will advise you on request if rental is an available option.
- 11.2 You don't have any title to any equipment you rent from us.

Use of rental equipment

- 11.3 You must:
- (a) ensure the rental equipment is kept in good order and repair;
 - (b) not sell, dispose of or encumber the rental equipment; and
 - (c) allow us (or our supplier) to inspect the rental equipment at reasonable times.

Replacement, alterations and addition of parts

- 11.4 Additional charges may apply if you modify the rental equipment without our prior written consent and the modifications reduce the equipment's use, value or functionality. This charge is a genuine pre-estimate of our loss.
- 11.5 If you remove a part of the rental equipment, you must at your own cost, replace the removed part with a part of equal or better quality and functionality ("**Replacement Part**"). The Replacement Part forms part of the rental equipment.
- 11.6 You may remove any part of the rental equipment that you have added, provided that:
- (a) it is not a Replacement Part (unless the Replacement Part is being replaced); and
 - (b) the addition and subsequent removal of the Replacement Part does not reduce the equipment's use, value or functionality.
- 11.7 If we supply additional parts or upgrades to the rental equipment, this is treated as an add, move or change (as described below) and your rental charges may increase as a consequence. We tell you of any increase in rental charges before supplying such additional parts or upgrading the rental equipment.

Lost, stolen or damaged equipment

- 11.8 If any part of the rental equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), you must promptly tell us and pay us the present value of the rental equipment. If this occurs before the expiry of the applicable rental term, cancellation costs may apply.

Maintenance

- 11.9 If you service or maintain the rental equipment, you must do so in accordance with the relevant third party vendor specifications and our reasonable requirements.

Insurance

- 11.10 You must obtain and maintain adequate insurance for the value of the rental equipment and for your ability to pay all rental charges. You must show us this insurance policy on our reasonable request from time to time.

Purchase of equipment

- 11.11 If you purchase equipment from us, you own it when we receive the purchase price.

12 Security of the equipment and network

Level of security provided

- 12.1 We take reasonable care to control electronic access by third parties to the equipment for which we provide a ADANET service. However, you are responsible for all equipment and network security.
- 12.2 Unless otherwise agreed in writing, we have exclusive access to the login and password for all equipment we manage.
- 12.3 You may provide us with specific written instructions regarding your equipment's security. We will implement those instructions if we think they are reasonable.
- 12.4 You must tell us in advance of any vulnerability scanning or security assessment of your network.

When we don't provide security

- 12.5 We don't provide the level of security referred to above if there are deficiencies in the equipment or software. To reduce your security risk, we may schedule installation of software patches provided by our suppliers. If you ask us to install software patches at any other time, we may charge you for the applicable software update.
- 12.6 We don't provide you with any security services as part of your ADANET service other than as described in this clause.

13 Your network details

What you must do

- 13.1 You must give us complete network diagrams (including IP addresses and copies of configuration files) for networks that are already installed and you want us to assure or optimise. We can't assure or optimise all networks that are already installed and we will tell you if this is the case.

Network design

- 13.2 If you acquire the ADANET service, we provide the network design and installation component of your ADANET service based on the network design or business requirements that you give us (“**Design**”). We can make any reasonable changes to the Design but will tell you of these changes before installation of your ADANET service.
- 13.3 After the network design process, we will give you a site schedule containing the details of your ADANET service based on the Design. You must:
- (a) review any site schedules immediately when you receive them; and
 - (b) tell us within 7 business days of receiving any site schedule if you think that it does not accurately describe your ADANET service, otherwise we are entitled to rely on your site schedule as an accurate description of your ADANET service.

Intellectual Property and confidentiality

- 13.4 If we design your network, we own all Intellectual Property Rights connected with the design, including in the network diagrams, management IP addresses and equipment configurations (“**Items**”).
- 13.5 We licence you to use the Items solely for the purpose of your ADANET service. The licence ends upon expiry or termination of your relevant ADANET service and we will give you access to your devices to manage the equipment configuration and your network.
- 13.6 The network diagrams and other information we give you with your ADANET service is our confidential information. You must protect and keep this confidential.

14 Network implementation services

Site audit

- 14.1 You may apply for a site audit for an additional charge. The site audit determines if your site is ready for installation of your ADANET service. We will notify you of the charge for the site audit at the time you apply for it.
- 14.2 If we don’t perform a site audit beforehand, you must ensure your site and equipment are ready for installation. If your site and equipment aren’t ready, there may be additional charges which we will tell you of at that time. You must, at your expense, comply with our reasonable directions to make your site and equipment ready.

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Adapt Assured Meraki site survey

- 14.3 You can apply for a site survey for your Adapt Assured Meraki service. We will advise you of the cost of the site survey at the time of application. The site survey aims to:
- (a) ascertain the radio frequency coverage requirements of your site (ie. How many access points are needed for the network coverage at your site);
 - (b) determine points of wired connectivity for root access points (mesh network backhaul); and
 - (c) determine the physical and structural installation requirements for installing the service on your site.
- 14.4 You must obtain a site survey from us for your Adapt Assured Meraki service if you have 4 or more access points or you have non-standard or complex requirements (we can confirm this on request).
- 14.5 You must give us:
- (a) reasonable access to your site at times we reasonably request;
 - (b) all reasonable plan, site and other information we request; and
 - (c) all necessary mechanical aids and tools for us to conduct the site survey;
- 14.6 We will give you a conceptual design report for Adapt Assured Meraki service at your site.
- 14.7 If we don't perform a site survey before installing your Adapt Assured Meraki service, your service may not function properly (for example, access points may not be installed in optimum locations and radio frequency fields may be inefficient). If after installing your service, we have to attend your site for these or similar issues, there may be an additional charge. We'll tell you of any additional charges before starting work.

Equipment installation and configuration

- 14.8 You may request equipment installation services. We will tell you if any additional charges apply at the time of your request.
- 14.9 We can't install the equipment if we can't promptly or properly access your site. If this happens, we aren't liable for any delays and there may be additional charges which we will tell you of at that time.
- 14.10 As part of your ADANET service, we provide an appropriately configured redundant management connection to enable us to remotely manage devices and collect reporting information. You must obtain and maintain your access service

separately. The charges and terms for your access service are separate from and in addition to the charges and terms for your ADANET service.

- 14.11 You must not change the configuration of your ADANET service (including any equipment) without our prior consent. You acknowledge that if we make such changes, then we may need to change the speed of the link. We seek your consent before making this link speed change. If you don't consent, we may not be able to meet the relevant service targets.

Equipment and service commissioning

- 14.12 At commissioning, we remotely download your equipment configuration file prepared by us and check the equipment interfaces will accept configuration changes.
- 14.13 After we determine that the equipment can be remotely monitored, we will tell you that the equipment has been satisfactorily commissioned.

Asset management

- 14.14 Asset management provides you with a snapshot of assets deployed in the network that we manage for you. This is in the form of an online report or network diagram, and is limited to the device model, name and FNN.

15 Third-party Internet links

- 15.1 Subject to clause 15.2, if you have a third-party Internet link related to your ADANET service as permitted under this section:
- (a) this service is separate from and not included in your ADANET service;
 - (b) clause 16 does not apply to this service; and
 - (c) you are responsible for use and management of this link in accordance with your third-party agreement for this service.
- 15.2 Where possible we will:
- (a) monitor your third-party Internet link related to your ADANET service; and
 - (b) notify you if we detect a possible issue with that service.

You will be responsible for reporting and (where required) managing restoration of the Internet link under your separate agreement with your third-party supplier.

16 Network assurance, equipment services, other services

Network assurance

- 16.1 Network assurance is providing service assurance to your network, as described below and may include installation of equipment and monitoring and reporting on your network.

Service desk

- 16.2 We provide a service desk as a single point of contact for faults with your network or the equipment we manage as part of your ADANET service. The service desk can be used by up to 10 of your authorised fault reporting personnel. You can change these authorised personnel at any time by telling us in writing.
- 16.3 In accordance with your service, our service desk will record, monitor and manage faults and give you reports on the progress of restoring normal service.
- 16.4 Your authorised fault reporting personnel can report a fault to our service desk at any time. Diagnosis of faults only occurs during your chosen service assurance hours.

Service assurance

- 16.5 Your ADANET service comes with the following service tier:
- (a) **Proactive assurance** – With proactive assurance, we monitor your network and investigate faults causing alarms
- 16.6 The two *levels* of service are:
- (a) **Standard Restoration** – this is included as part of your ADANET service; or
 - (b) **SLA Premium** – if you are eligible, you can choose this option for an additional charge and it replaces the Standard Restoration service level. If you choose SLA Premium, the relevant sections of the Standard Restoration and SLA Premium section of Our Customer Terms, apply to your ADANET service.
- 16.7 As part of service assurance, we originate a trouble ticket after we are aware of the fault.

Priority levels

- 16.8 As part of service assurance, we assign a priority level to your fault. Where applicable, we aim to meet the target time frames outlined in the table below:

For your ADANET service:

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Priority Level	Response time (in your fault restoration hours)	Restoration time (in your fault restoration hours)	Status reports (in your fault restoration hours)
Priority 1 – ADANET service is down at a major site (or multiple sites) causing critical impact to business operations if the service is not restored quickly.	30 minutes	Restored (or work around) in 12 hours	Every hour
Priority 2 – ADANET service is down at a minor site, or customer service is severely degraded impacting significant aspects of business operations.	30 minutes	Restored (or work around) in 12 hours	Every 3 hours
Priority 3 – ADANET service is degraded and noticeably impaired, but most business operations continue.	30 minutes	Restored (or work around) in 24 hours	Every 8 hours
Priority 4 – You need information or assistance on your ADANET service.	2 hours	Actioned / responded to in 72 hours	Every 24 hours

“Response time”, “restoration time” and “status reports” in the above table are defined in the Standard Restoration and SLA Premium section of Our Customer Terms.

- 16.9 For the response time in the above table, we respond to you by telephone, email or sms.
- 16.10 If we don’t meet the Priority 1 or Priority 2 restoration times above, you may be eligible for a rebate. Further details are in the Standard Restoration and SLA Premium section of Our Customer Terms.

Fault monitoring and notification

- 16.11 We monitor and manage equipment and the data transmission services in your network.
- 16.12 The management of faults or incidents are not automatically included in your ADANET service and service assurance does not apply to the extent those faults or incidents are caused or contributed to by:
- (a) incidents with your equipment (including equipment that you buy or rent from us) caused by you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of the equipment);

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- (b) the cutting of cable or fibre which is needed to provide your ADANET service;
- (c) interference or damage to our equipment or network by you or by a third party;
- (d) incidents in relation to equipment we don't manage as part of your ADANET service;
- (e) you not giving us sufficient and timely access to your premises and equipment so that we can carry out the repair or restoration; or
- (f) any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).

16.13 Where we manage or correct a fault or incident caused or contributed to by any of the above, we may charge you at our then current rates for carrying out those services. We will advise you of those charges as soon as we are reasonably able to do so.

Fault restoration hours

16.14 For fault restoration with your ADANET service, the chosen option is 24 hours a day, 7 days a week. Your chosen vendor maintenance level must comply with the requirements below (under Equipment maintenance support).

16.15 We only respond during your chosen fault restoration hours.

Major network alterations

16.16 We upgrade your network at your request and for the applicable charges which we will tell you of at the time.

Configuration file management

16.17 Equipment configuration file management stores and holds device configurations. If the configuration files changes, we store the latest version and log it with the current version number, together with two previous versions. We take full control of the configuration file of a managed device in your network (except during commissioning).

16.18 We will restore the most recent configuration file that was stored to any device (that is part of your ADANET service) that needs replacing.

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Equipment maintenance support

- 16.19 You can arrange your own equipment maintenance or receive it from us.
- 16.20 If you or a third party provides equipment maintenance and an incident occurs in relation to your ADANET service that requires that equipment maintenance to be performed, then:
- (a) our service assurance, priority level, rebates and any other of our obligations that are connected with, or dependent on, you or the third party performing equipment maintenance, are automatically suspended until that equipment maintenance is fully and properly performed; and
 - (b) our obligations in the paragraph above do not resume until you tell us and we confirm that equipment maintenance has been fully and properly performed.
- 16.21 Where you ask us to provide equipment maintenance, our equipment maintenance service has selectable maintenance levels relating to the on-site response time and service hours. You must choose a maintenance level for each device we support.
- 16.22 The vendor maintenance levels you can choose as part of equipment maintenance (including target response and restoration times) are available from us on request. Your chosen vendor maintenance level must:
- (a) be compatible with the restoration time under your service assurance level; and
 - (b) have the same or better target restoration time than the restoration time under your chosen service assurance level,
- and we can tell you if your chosen maintenance level meets the above requirements.
- 16.23 If your chosen vendor maintenance level does not comply with the above requirements or you choose the Next Business Day (“**NBD**”) response, you must have appropriate and sufficient on-site spares and standby equipment (at your expense). Otherwise, we may not be able to meet our service assurance or other obligations to you.
- 16.24 Some maintenance levels are not available if your site is a remote site. Where maintenance is provided for equipment at a remote site, there may be delays.
- 16.25 We will give you at least 30 days’ notice if we can no longer provide the equipment maintenance for the model of equipment that you have and we will give you the opportunity to purchase equipment that we can support.
- 16.26 As part of maintenance support, we may provide you with a software version from time to time if we reasonably think it will help ensure the operability and security of

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your network. We will give you notice of this occurring. If you do not agree to us upgrading the software, we may not be able to meet our service assurance targets.

Emergency device replacement service

- 16.27 If we provide equipment maintenance support for certain accredited devices you bought or currently rent from us, or that we manage on your behalf, and the device is lost, stolen or damaged, you can request an emergency device replacement.
- 16.28 If we accept your request, we aim to install and commission an equivalent or reasonably similar device for you. We aim (but don't guarantee) to do this within the target restoration time applicable to the fault priority and equipment maintenance you purchased through us. This may take longer if we cannot safely or promptly access your site.
- 16.29 We charge you for the replacement device at the then current recommended retail price published by the accredited device manufacturer, less any applicable discount in your agreement with us. We tell you the price at the time you request a replacement device.

Monthly activity report

- 16.30 We give you a monthly activity report that details activity of your ADANET service. The report contains the following:
- (a) your closed trouble tickets, including reported time, restored time and fault cause;
 - (b) system closed alarms, including reported time, restored time and fault cause;
 - (c) closed planned interruptions;
 - (d) completed minor service changes and applicable charges; and
 - (e) completed request for information.

Consultancy and audit services

- 16.31 You request consultancy services (including baselining) and audits on your network for an additional charge. We will tell you of the applicable charges at the time of your request.

Network assurance system maintenance outages

- 16.32 Your ADANET service may have scheduled maintenance outages which cause temporary loss of some or all of your service features. These outages usually occur after business hours. These outages may not necessarily affect your network's operation but may affect our ability to detect network issues during the outage.

- 16.33 You can ask our service desk to provide you with information on the outage duration and restoration time. Alternatively, notification of the current or next scheduled outage is available online at a website address we tell you from time to time.
- 16.34 We use reasonable care to provide the ADANET service. However, unplanned outages may occur at any time (eg. due to a power outage at an exchange or for software deficiencies or security risks). We can't always give you notice of these unplanned outages.

17 Reporting

- 17.1 We may be able to provide certain reporting about your ADANET service upon request. We will agree with you the scope and nature of the reports.

18 Adds, moves and changes

- 18.1 You can request adds, moves and changes to your network. These adds, moves and changes are detailed below.

Minor Network Alterations – Simple changes

- 18.2 Simple equipment configuration file changes are as follows:
- (a) **Access List changes** – you can deny or permit certain IP address range/s or applications on a router or switch device;
 - (b) **Device Interface changes** – you can change the interface on a router. This interface provides network connectivity to the router;
 - (c) **Device Management Access changes** – you can change the network protocol for collecting IP traffic information from specified network devices;
 - (d) **Dynamic Host Configuration Protocol (DHCP) changes** – you can change the automation of the assignment of IP addresses, subnet masks, default gateway, and other IP parameters;
 - (e) **IP Routing** – static routing changes –you can change the static IP routing. Static routes can be added, deleted or modified or redistributed into the IPWAN VPN;
 - (f) **Firewall Policy changes** – you can request to add or delete firewall rules;
 - (g) **IP Routing – dynamic routing changes** – you can request dynamic IP routing changes. Dynamic routing protocols can have networks added or deleted from them;

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- (h) **Network Address Translation (NAT) changes** – you can modify the IP addresses and port numbers of IP packets for security or IP address conflicts;

Minor Network Alterations – Complex changes

18.3 Complex equipment configuration file changes are as follows:

- (a) **Traffic Queuing and Marking Changes** – you can apply Quality of Service (QoS) priority levels and application bandwidth shaping. Queuing and marking must already be predefined on your service. Modification is only permitted;
- (b) **Traffic Tunnel Changes** – Tunnelling is used to encapsulate traffic within a virtual tunnel. A tunnel may also have encryption applied for security purposes. Client initiated tunnels on workstations may request user names and passwords to be created, modified and deleted;

Minor Network Alterations – Simple or complex change requests

18.4 You can request a Minor Network Alteration (simple or complex changes) via:

- (a) our Feature and Network Changes (“**FNC**”) function which is available on the Order Online website located at a URL we tell you from time to time; or
- (b) the service desk, who use FNC on your behalf.

18.5 We endeavour to process your request:

- (a) in relation to your ADANET service – within 24 hours of receiving your request via FNC and 48 hours of receiving your request via the service desk – for simple equipment configuration file changes through FNC;
- (b) in relation to your ADANET service – within 72 hours of receiving your request via FNC and 96 hours of receiving your request via the service desk – for complex equipment configuration file change changes through FNC;

Please note that we can only start processing your request after you’ve correctly completed the request form (if applicable) and given us all the information we reasonably need to process your request.

18.6 We endeavour to process your request during business hours. We endeavour to notify you if your FNC request takes longer to process than the target timeframes specified above.

18.7 You can use FNC to update us of your contact details. There is no charge for this.

18.8 Simple and complex equipment configuration file changes are charged in accordance with your separate agreement with us.

- 18.9 All simple and complex equipment configuration file changes and their associated charges (if applicable) will appear on the monthly activity report for your ADANET service.
- 18.10 For simple or complex equipment configuration file changes through our service desk, we may provide you with other adds, moves or changes to your ADANET service upon your request and for an additional charge.

Major network alterations

- 18.11 You can request in writing to carry out major network alterations. After we receive your request, we will discuss with you the specifications and any charges that apply.
- 18.12 Major network alterations are any alterations to your ADANET service or network that are not minor network alterations. Major network alterations include:
- (a) adding a new device or site to your ADANET service;
 - (b) replacing or relocating your equipment;
 - (c) altering your service tiers;
 - (d) altering equipment rental arrangements; and
 - (e) cancelling some, or all of your ADANET services.
- 18.13 Once we have agreed the alterations with you, we will give you an updated site schedule. You must:
- (a) review any site schedules immediately when you receive them; and
 - (b) tell us within 7 business days of receiving any site schedule if you think that it does not accurately describe your updated ADANET service, otherwise we are entitled to rely on your site schedule as an accurate description of your ADANET service.

19 Charges for your ADANET service

- 19.1 The charges for your ADANET service are set out in your separate agreement with us or are priced on application where the relevant charge is not in that separate agreement.

Equipment charges

- 19.2 If you purchase equipment, we will tell you what the equipment purchase charges are. The charges depend on our equipment supplier and may change from time to time.

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19.3 If we incur delivery or other charges (including taxes or levies) for equipment ordered for you from our suppliers, we may pass those charges to you. We will tell you what those charges are.

19.4 If you rent equipment from us, we tell you what the equipment rental charges are. You must continue paying us these charges even if certain events occur, including a defect, breakdown, accident, loss, theft, damage, non-return of equipment (see above), or any unavailability of the equipment, unless our breach of contract or negligence caused the event or unavailability.

Adapt Assured Meraki charges

19.5 The Adapt Assured Meraki service installation charges don't include materials such as cabling, patch leads, 12RU racks, patch panels, network devices, mechanical aids and tools, or any other work required to your site in order to acquire the service (e.g. building approvals).

19.6 Changes to accommodate additional throughput are charged extra and priced on application.

Equipment maintenance support charges

19.7 If we provide equipment maintenance support to you as part of the ADANET service, the charge is included as part of your ADANET service, unless we tell you otherwise.

Adds, moves or changes charges

Minor network alterations – equipment configuration file changes

19.8 Equipment configuration file changes are charged as per your separate agreement with us.

19.9 If you request a simple equipment configuration file change through FNC, there is no charge for up to 5 devices in any 24 hour period. For any additional requests beyond this, there may be an additional charge.

19.10 If you request more than one equipment configuration file change in a 24 hour period, and that request is for the same change to different devices, we may group these requests and charge you accordingly.

19.11 Equipment configuration file changes outside of business hours incur an additional charge, as set out in your separate agreement with us.

Major network alterations

19.12 Major network alterations are charged as per your separate agreement with us.

19.13 Major network alterations outside of business hours incur an additional charge.

Consultancy and audit service charges

- 19.14 Consultancy (including baselining) or audit services are charged in accordance with your separate agreement with us.
- 19.15 The minimum charge for any consultancy and audit service is one hour.

Site survey charges

- 19.16 Any site surveys we perform in connection with your ADANET service are charged in accordance with your separate agreement with us.

Travel and accommodation charges

- 19.17 We charge you for travel and accommodation costs we incur in providing your ADANET service. We will seek your consent before incurring these costs. You must not unreasonably withhold this consent.

20 Special meanings

The following words have the following special meanings:

accredited device or accredited equipment is a device or equipment which we approve from time to time for management at the applicable ADANET service tier. We may have arrangements with our suppliers for the purchase and maintenance support of such equipment.

accredited feature means a feature or functionality that we support from time to time.

alarm means a system generated notification of a fault.

business hours are 8am to 5pm Monday to Friday (excluding local public holidays) in the time zone of your site in Australia where the equipment is located.

equipment consists of the routers, switches, appliances and other accredited equipment that receives equipment services as part of the ADANET service. Also referred to as a **device**.

equipment maintenance means the replacement of faulty equipment with on-site attendance and access to vendor provided software on demand.

equipment services means the network management, equipment maintenance and performance reporting services component of your ADANET service that are provided for the equipment in accordance with the service tier you chose for that equipment.

fault means any event that:

- (a) is not part of the standard or expected operation of your network; and

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- (b) causes a significant interruption to, or a significant reduction in, the quality of the service in your network, as measured by our systems.

installation means physically connecting the equipment at your premises. It may involve set-up in the rack or similar location, powering up the device, loading the device configuration and connecting to our network.

intellectual property rights means:

- (a) copyright, author's rights and any related or neighbouring rights (including any copyright or other exclusive right in or to any compilation or database);
- (b) all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information;
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and
- (d) any similar or corresponding rights to the foregoing wherever subsisting in the world; and
- (e) includes applications for and the right to make applications for the grant of any of the foregoing.

location is a continuous area served by one or more items of wireless equipment (whether or not all of those items serve all parts of that area).

network is described in our agreement with you, is shown on your network diagram and is made up of two or more sites interconnected using our data transmission services.

site means your premises where the equipment is located.

software is the computer programmes relating to the operation of the equipment (including firmware and application software supplied by us).

trouble ticket is issued by our service desk in response to a fault and:

- (a) states the time a fault is reported to the service desk;
- (b) states the nature and location of the fault, where you or we identify this information;
- (c) tracks our activity in restoring your service;
- (d) states who contacted the service desk; and
- (e) has an identifying sequence number.