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Certain words are used with the specific meanings set out on page 19 and in the [General Terms of Our Customer Terms](#) (“**General Terms**”).

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## 1 About the Integrated Security Solution section

### Our Customer Terms

- 1.1 This is the Integrated Security Solution section of Our Customer Terms.
- 1.2 The General Terms also apply, unless you have entered into a separate agreement with us that excludes the General Terms.

### Inconsistencies

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

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## 2 Your Integrated Security Solution

### What is the Integrated Security Solution?

- 2.1 Your Integrated Security Solution is a customised and integrated security and monitoring solution to improve the safety and security of your people and premises and to help transform your business operations. It consists of the Equipment, Software and Services listed in your application form or separate agreement with us (“**Security Service**”).
- 2.2 You may also take up additional reactive services (incident response, call-outs, etc.) in connection with your Security Service from time to time.
- 2.3 Your Security Service does not include connectivity, unless and to the extent described in the Documentation, your application form or separate agreement with us. You must separately have or take up an appropriate connecting carriage service to each asset we remotely monitor as part of your Security Service.
- 2.4 You must ensure that your Security Service will meet your needs, particularly if it is only one part of your overall physical security solution. We do not represent any particular business or security outcomes from your use of your Security Service.

### Eligibility

- 2.5 The Integrated Security Solution is not available to Telstra Wholesale customers or for resale. You must only use your Security Service (and any part of it) for your own internal business purposes. You must not provide your Security Service (or any part of it) to any other person unless we have otherwise agreed in writing.

- 2.6 You warrant that you will only use and allow your Security Service (and any part of it) to be used to secure, monitor, or provide insights in relation to a premises within your lawful possession or control.

### **Privacy Compliance**

- 2.7 Any Personal Information collected through the use of your Security Service is collected by you, and where we collect such data we do so on your behalf.
- 2.8 You are responsible for complying with all applicable Privacy Laws in relation to any Personal Information that is collected, used or disclosed by way of your Security Service. This includes obtaining all necessary consents and making all necessary disclosures required by applicable Privacy Laws. Without limiting this obligation, you must display conspicuous signage notifying individuals that they are subject to CCTV where appropriate.

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## **3 Equipment and Software**

### **Equipment**

- 3.1 The equipment we agree to supply as part of your Security Service is set out in your application form or separate agreement with us.
- 3.2 Unless we agree otherwise, you must only use your Security Service in connection with equipment we supply to you.
- 3.3 Risk in equipment that we supply to you as part of your Security Service passes to you when we deliver the equipment to you. Title passes to you when you have accepted delivery and paid for the equipment in full.

### **Software**

- 3.4 The licence for any Software we provide as part of your Security Service starts on the date the Software is provided to you and continues until:
- (a) conclusion of the applicable license term specified in your application form or separate agreement with us (if any); or
  - (b) if no license term is specified, expiry or termination of your Security Service.
- 3.5 Some Software may require you to enter a direct end user licence agreement (EULA) with the software owner upon installation. Telstra is not a party to any such EULA. If you do not agree to and choose not to enter any such EULA:
- (a) you may return the Software, and we will refund the applicable fees; and

- (b) we are not responsible for the delivery of your Security Service to the extent such delivery relies upon the use or operation of the rejected Software.

### **Documentation**

3.6 You must only use and operate the Equipment and Software in accordance with the Documentation and our reasonable written directions to you. We may from time to time, give you revised or supplementary Documentation.

3.7 You must not (and must not allow any third party to):

- (a) copy, alter, modify, tamper with, decompile, disassemble, reverse engineer or attempt to reverse engineer the Software or otherwise attempt to derive the Software's source code from the object code except to the extent the law allows;
- (b) sell, rent, lease, assign or otherwise transfer the Software or any of the Documentation, or sub-license any rights in relation to the Software or Documentation; or
- (c) remove, alter or tamper with any notices that appear on the Software or Documentation.

### **Repayment Option**

3.8 If you choose to pay for any equipment, software, licenses, or installation services we provide as part of your Security Service on a repayment option:

- (a) you must pay the monthly instalments, including any finance repayment, as set out in your application form or separate agreement with us; and
- (b) you will be invoiced for and must pay all GST on the equipment and installation services in your first Telstra Bill. Following this, your monthly payments for these parts of your Security Service will be GST exclusive.

### **Warranty**

3.9 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

3.10 If we provide you with equipment during our provision of your Security Service, we do not provide any voluntary warranty in relation to that equipment, but we will use reasonable endeavours to procure for you the benefit of any voluntary warranty provided by the manufacturer of that equipment.

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## 4 Services

### Professional Services

- 4.1 Any Installation, Maintenance, Support, or other Professional Services will be governed by and supplied in accordance with the terms of the Professional Services section of Our Customer Terms (as available at [www.telstra.com.au/customer-terms/business-government](http://www.telstra.com.au/customer-terms/business-government)), as varied by this Integrated Security Section, and your application form or separate agreement with us.

### Ongoing Maintenance

- 4.2 We will provide the ongoing maintenance as described in the Documentation, your Application Form or separate agreement with us. Any maintenance exceeding this agreed scope will be charged at additional cost.

### Specific requests

- 4.3 Upon your request, we will provide maintenance as soon as reasonably practicable during our normal daytime business hours. The maintenance will be such services and materials as may be reasonably necessary to maintain the solution. Such maintenance will be charged on a time and materials basis.

### Reactive Services

- 4.4 You are responsible for any call-out fees, monitoring response, travel and accommodation costs as listed in your application form or separate agreement with us, arising from:
- (a) our actions taken in accordance with the Response Procedures; and
  - (b) any additional call out services you request.
- 4.5 If you ask us to send a patrol car to inspect your Site, we will and will subsequently report the results of such inspection to you or your After Hours Contact. Our agreed patrol response charges apply.
- 4.6 You acknowledge that the availability of our patrol officers varies from area to area. Normally, there are patrol officers on duty daily between 6.00pm and 6.00am. Our officers are also on duty during daylight hours on Saturday, Sunday and Public Holidays, but due to shift changes, we cannot guarantee that we will have patrol officers available to send during daylight hours and so some delays may occur.

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## 5 Installation and Site Access

### Installation

- 5.1 We will provision, install, and configure your Security Service as agreed in your Application Form or separate agreement with us, subject to this clause 5.
- 5.2 If we accept your Application Form, you must work with us in good faith to agree a delivery schedule. The delivery schedule will outline the target time frames for the installation and implementation of your Security Service.
- 5.3 You acknowledge and agree that:
- (a) the delivery schedule is indicative only doesn't bind us; and
  - (b) there will be times where we can't carry out the delivery schedule ("**Delivery Schedule Delay**") and we'll let you know if this happens. For example, preceding fit-out works may not yet be complete, or there may be insufficient connectivity at the Site or desired installation points.
- 5.4 If a Delivery Schedule Delay occurs, you must promptly:
- (a) work with us in good faith to update the delivery schedule; and
  - (b) pay us for the work we and our Personnel have done in trying to carry out the delivery schedule (at our then current time and material rates), except where our negligence was the sole reason for the Delivery Schedule Delay.
- 5.5 If the parties can't agree the delivery schedule within 120 days from the date you signed your Application Form, or we determine that your network or Sites can't support your Security Service, we may terminate your Security Service immediately by telling you. If this happens:
- (a) the early termination charges under clause 12.3 don't apply; and
  - (b) you must promptly pay us for the planning, design and other work we and our Personnel have done up to the date of termination and we will tell you what these fees are.
- 5.6 Until the delivery schedule is agreed, we're not obliged to provide you with your Security Service (other than the work required to prepare the delivery schedule).
- 5.7 If during Installation we find you require additional equipment, reparation, or you make other requests, we will give you a quote for the additional material, equipment and labour costs, and only proceed if you agree to those additional costs.
- 5.8 To avoid doubt, the parties may mutually agree to vary the delivery schedule from time to time, including to accommodate new Security Services you may wish to take up, or changes you request to your current Security Service.

### **Access to your premises**

- 5.9 You must provide us with Site Access to provide your Security Service.
- 5.10 You warrant that you have the right, title or interest in your Site, and have obtained all necessary third party consents, sufficient to grant us Site Access.
- 5.11 In providing us Site Access, you must, at your cost, provide 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 including providing safe and reasonable access, working space, and facilities (including heat, light, ventilation, electric current and outlets and carriage connectivity).
- 5.12 Unless otherwise provided by your agreement with you, you are responsible for obtaining all necessary third party consents required for you to grant us Site Access. You must pay all costs, claims and liabilities, native title compensation, any future rental or occupation fees or charges imposed by any relevant authority, including in relation to obtaining any required approvals in relation to your Site.

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## **6 Alarm Monitoring and Video Verification Services**

### **About the Alarm Monitoring and Video Verification services**

- 6.1 This clause 6 will apply to any Alarm Monitoring and Video Verification services included in your Security Service.
- 6.2 You must complete and provide us with a Monitoring Centre Response Information Form as part of the installation process, detailing the Response Procedures you wish us to follow in the event of an incident. We may vary these by mutual agreement.
- 6.3 Alarm Monitoring is a back to base alarm monitoring service comprising:
- (a) polling or performing periodical checks on the communication of the alarm panel to our monitoring centre, including checking the alarm for availability, tampering, and armed / disarmed status; and
  - (b) remotely monitoring alarm events, and actioning any such events in accordance with the Response Procedures.
- 6.4 Video Verification enhances your back to base Alarm Monitoring service by integrating with your CCTV service. If you take up Video Verification as part of your Security Service, upon an alarm event in relation to a monitored asset, we will visually inspect your nominated CCTV feeds remotely from our monitoring centre, and action events in accordance with the Response Procedures.
- 6.5 Our ability to monitor or receive alarms is subject to the capabilities and configuration of the monitored CCTV, alarm panel or alarm sensor.

- 6.6 Default polling levels will be set during installation. We can change your polling frequency on request, at no additional cost, subject to device limitations.

### **Pre-existing and Third Party Sensors**

- 6.7 Unless expressly agreed in your Application Form or separate agreement with us,
- (a) we are not responsible for monitoring pre-existing or third party sensors, including where such sensors are connected to a monitored alarm panel;
  - (b) connecting your monitored alarm panel to pre-existing or third party sensors is not included in the Installation Services;
  - (c) we are not responsible for the failure or maintenance of any pre-existing or third party sensors; and
  - (d) our actioning any alarm or event from a pre-existing or third party sensors does not oblige us to action any future alarm or event from that sensor.

### **Response Procedures**

- 6.8 In the event of an incident, we will:
- (a) follow the agreed Response Procedures; and
  - (b) may also take any actions required by law without further notice to you.
- 6.9 You are responsible for any third party costs arising from our actions taken in accordance with clause 6.8. You acknowledge that such costs may be directly charged to you by the attending party (such as fire brigade or ambulance services), or directly on charged by us.

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## **7 Analytics Service**

- 7.1 This clause 7 will apply to any Analytics Service included in your Security Service.
- 7.2 The Analytics Service is a hosted software solution that uses data collected from your video cameras and sensors, and applies real time analytics to that data at the server. The analytics can be used to identify or provide awareness of various situational issues such as facial detection, retrospective situational analysis, bags left unattended and unauthorised entry.
- 7.3 Your Analytics Service comprises a video management system with capability to compute metadata from the video file or stream, so the metadata can be analysed or used for reporting purposes, and will have the functionality described in the Documentation, your application form or separate agreement with us.
- 7.4 You must have or take up an appropriate, compatible and fit for purpose CCTV system to use the Analytics Service.



- 7.5 **Initial set up:** We will undertake any initial set up work required to provision and activate the Analytics Service and integrate with your selected CCTV cameras, alarms or sensors. You are responsible for providing the server and operating system software unless otherwise specified in your application form or separate agreement with us.
- 7.6 **Data collection and use:** You will have the ability to collect the following data using the Analytics Service:
- (a) **Video:** video is collected by your selected cameras located at the Site. You are responsible for the collection of the video.
  - (b) **Mathematical model of face (analytics):** at the time of collecting the video, the software runs an analysis of faces in the video and a mathematical model of each face is made.
  - (c) **Other data from video (analytics):** at the time of collecting the video, the solution has the capability of collecting other data using the video. The data includes the “detection capability” as described below. The metadata created by the analytics is also stored locally on the server.
  - (d) **Analytics metadata:** metadata is also collected at the time the analysis is computed. This data collected is determined based on the detection capability selected by you and the business rules you apply. This data includes: time and date of collection/analysis, location of video input based on location of camera. The metadata created by the analytics is also stored locally on the server.
  - (e) **Customer data:** you may choose to input other data from your own databases, and link it to the analytics metadata. You may choose to identify your production data and link these with the analytics metadata such as time and video location. You may run your own queries for this.

The analytics metadata is stored within the analytics software and used for the purpose of reporting as described in clause 7.10.

- 7.7 **Detection capability:** Business rules can be applied to enable the following real time detection capabilities:
- (a) real time detection of the following by applying business rules to persons, vehicles or objects:
    - (i) geographical virtual boundaries;
    - (ii) tailgating;
    - (iii) loitering;
    - (iv) crowding;

- (v) wrong direction movement;
  - (vi) stopped vehicle;
  - (vii) object moved; and
  - (viii) lighting detection,
- (b) Forensic video search; and
  - (c) Face capturing (Face Finder).

We will not provide facial recognition analytics as part of your Security Service.

- 7.8 **Server specifications:** The server used to store video and mathematical models must comply with the specifications advised by us to ensure that the server has sufficient computational power to conduct facial detection and any other analysis.
- 7.9 **Server location:** Servers will be located at your Site or your data centre. The location of the server will be determined by you.
- 7.10 **Reporting:** you will be able to run a series of reports using the reporting module within the analytics software as described in the Documentation.

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## 8 Your Responsibilities

- 8.1 You are responsible for the following activities. If you do not carry out these activities, we may be unable to perform the services and we may incur additional costs. You must reimburse us for any reasonable additional costs we incur (including labour charges at our then-current rates), and accept that we are excused from performing your Security Service where caused or contributed to by you.
- 8.2 You are responsible for:
  - (a) properly and effectively using your Security Service in accordance with the Documentation;
  - (b) performing any testing procedures we tell you to in writing from time to time to ensure that your Security Service is operating satisfactorily;
  - (c) storage of any sensor data and CCTV footage on your server as desired, including any storage capacity requirements, backup, redundancy, and information security measures you deem prudent;
  - (d) user authentication and access to your Security Services;
  - (e) ensuring that faulty equipment is not left isolated and is corrected as soon as possible;

- (f) any pre-existing or third party equipment you choose and we agree to integrate with your Security Service; and
  - (g) any action or non-action you choose to take on the basis of your Security Service.
- 8.3 You must provide such resources and access (including remote access) necessary to enable us to deliver your Security Service as agreed in the Documentation.
- 8.4 You are responsible for any damage to or destruction of your Security Service, including the cost of repairs caused by or resulting from any act of you, your agents, employees or any other person (except our agents or employees).
- 8.5 You must not permit any persons other than us to replace any parts, carry out maintenance on, or make adjustments or repairs to, your Security Service. This limitation will not apply to the extent maintenance relates to any pre-existing, or third party systems with which we have agreed to integrate your Security Service under clause 6.7, however we are not responsible for any impact on your Security Service caused by such activity.
- 8.6 Unless expressly agreed in your Application Form or separate agreement with us, if your Security Service includes access control equipment or services, you are responsible for determining the persons authorised to access the designated areas within your Site, and ensuring your Security Service is configured accordingly.
- 8.7 Where your application form or separate agreement with us specifies that we are responsible for maintaining authentication configurations, our responsibility is limited to accurately implementing the authentication details provided by you.

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## 9 Service Assurance

- 9.1 We will provide your Security Services in accordance with the service assurance in this clause 9, or as set out in a service and maintenance agreement as described in your application form or separate agreement with us.
- 9.2 We will provide access to a service desk to address functional and technical incidents with your Security Service.
- 9.3 When reporting an incident with your Security Service, you must provide any information relating to the incident that we reasonably require.
- 9.4 We will not be responsible for a failure to meet a service target to the extent that such failure is caused by your breach of this agreement.

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## 10 Notice of Subcontracting Arrangements and Licensing

10.1 We disclose, in accordance with relevant legislation (including without limitation section 38A of the *Security Industry Act 1997* (NSW)), that we use subcontractors to supply elements of your Security Service. In particular:

- (a) Telstra SNP Monitoring Pty Ltd holds the following licences:
  - (i) NSW - Master Licence – 000101018;
  - (ii) ACT – Security Master Licence – 17502283;
  - (iii) VIC – Private Security Registration - 87479810S;
  - (iv) VIC – Private Security Business Licence - 87479831S;
  - (v) TAS – Security Agents Licence – 20607;
  - (vi) SA – Security Agents Licence – 262413;
  - (vii) WA – Agent Licence - SA49240; and
  - (viii) QLD – Security Firm Licence – 3709952.
  
- (b) We also hold the following security licences:
  - (i) NSW – Master Licence – 408064817;
  - (ii) QLD – Security Firm Licence – 3926974;
  - (iii) ACT – Security Master License - 17502335;
  - (iv) VIC – Private Security Business Licence - 653-608-61S;
  - (v) VIC – Private Security Registration - 653-608-40S;
  - (vi) WA – Agent Licence - SA51399;
  - (vii) SA – Security Agents Licence - ISL 267566; and
  - (viii) NT: Master Licence - 347.

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## 11 Liability

11.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms ,you acknowledge and agree that:

- (a) while certain deployments or configurations of your Security Service can be used to help detect, monitor or avert certain risks (including without limitation theft, fire or burglary), we are not responsible or liable for the

consequences of those risks actually arising while you acquire your Security Service; and

- (b) we are not an insurer and we do not carry any insurance in respect of real property, or personal property stored or located at your Site.

11.2 To the extent permitted by law and subject to section 11.3 and the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not responsible or liable for any loss, cost, expense, liability or damage (“**Loss**”) arising directly or indirectly from or in connection with any:

- (a) damage to or loss destruction of personal or real property; or
- (b) death or personal injury,

except to the extent that the Loss is directly attributable to our negligence or our failure to provide your Security Service or any part of your Security Service in accordance with this Integrated Security Solution section of Our Customer Terms.

11.3 If the *Competition and Consumer Act 2010* (Cth) or similar law implies or imposes a warranty, condition or guarantee in relation to your Security Service and our liability in relation to that warranty, condition or guarantee cannot be excluded but can be limited, section 11.2 does not apply to that liability, and instead we limit our liability at our option to the resupply of the relevant good or service, repair or replacement of the relevant good or service, or payment of the cost of the resupply or the good or service, to the extent it is reasonable for us to do so.

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## 12 Term and Termination

### Term

12.1 The minimum term of your Security Service is set out in your application form or separate agreement with us.

12.2 On expiry of the minimum term, the term of your Security Service automatically extends on a month-to-month basis on the existing terms (including price), unless a party notifies the other (at least 30 days before any automatic extension) that it does not wish the term to extend automatically.

### Early Termination Charge

12.3 If you cancel or terminate any part of your Security Service, before the end of the minimum term for that part of your Security Service, for any reason other than our material breach, we may charge you an early termination charge equal to the actual 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 cancellation, which will not exceed an amount equal to the following:

- (a) 100% of the charges for any hardware, software licenses, installation and professional services;
- (b) a charge for any ongoing monitoring, maintenance, support, analytics, and management services, calculated as follows:

$A \times B \times 75\%$  where

“A” = the monthly fee for the terminated services.

“B” = the number of months remaining in the minimum term for your Security Service (or applicable part).

- (c) any other once-off charges for which work has been performed or goods otherwise supplied; and
- (d) if you have chosen to pay for any equipment or installation costs on a repayment plan, the monthly finance repayment x the number of months remaining in your minimum term.

12.4 You agree the amounts in clause 12.3 are a genuine pre-estimate of the loss we're likely to suffer.

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## 13 Special Meanings

13.1 The terms below have the following meaning:

**Alarm Monitoring** has the meaning set out in clause 6.

**Analytics Service** has the meaning set out in clause 7.

**Documentation** means handbooks, information, drawings or other documents or material form (whether in written or electronic form) which we may give you to facilitate your use, operation and maintenance of your Security Service.

**Monitoring Centre Response Information Form** means the document setting out the Response Procedures, as varied by mutual agreement from time to time.

**Privacy Laws** means the *Privacy Act 1988* (Cth) and any other Commonwealth, State or Territory laws or regulations relating to personal information, surveillance (workplace or otherwise), listening or recording devices or privacy.

**Response Procedures** means the pre-agreed actions in response to an incident, which may include contacting your nominated personnel, or dispatching a patrol car, fire brigade, police or ambulance without first seeking your permission.

**Site Access** means providing us or our sub-contractors all reasonably required license, permission and consent to enter and access your Site (and any other reasonably necessary locations), and reasonable access to your network, systems and personnel, on reasonable notice to install, inspect, maintain, repair, replace or remove any Equipment and provide your Security Service.

**Site** means any location to which you choose to monitor or restrict access by operation of your Security Service.

**Video Verification** has the meaning set out in clause 6.