Other Services – Internet of Things – Internet of Things Enterprise Managed Service (Managed IoT)

Contents

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Certain words are used with the specific meanings set out in Part A – General of the Telstra
Mobile section, or in the General Terms of Our Customer Terms.

1 About this Part

1.1 This is part of the Telstra Other Services – Internet of Things section of Our Customer
Terms. Provisions in other parts of Our Customer Terms, including the General Terms,
may apply.

See clause 1 of the General Terms of Our Customer Terms for more detail on how the various sections
of Our Customer Terms should be read together.

2 Internet of Things Enterprise Managed Service

What is Internet of Things Enterprise Managed Service (Managed IoT)?

2.1 The Internet of Things Enterprise Managed Service (**Managed IoT**) is an end-to-end
managed service designed to support your connected device ecosystem (**Internet of
Things**, or **IoT**) and complement our core IoT capability and platforms. Managed IoT
encompasses consulting, design and implementation, management of IoT connectivity,
hardware supply and device management (subject to your choice of devices and their
functionality on our network), provision of a Mobility Console Service (**MCS**), service
desk and endpoint support services, and business intelligence capabilities.

Eligibility

2.2 Managed IoT is available to eligible Telstra Enterprise and Government customers with
an ABN. We supply Managed IoT for business purposes and you must use it for
predominantly business purposes.

2.3 Managed IoT is not available to Telstra Wholesale customers or for resale. You must not
re-supply Managed IoT to a third party.

2.4 Managed IoT is a standalone service and cannot be bundled into your mobile service.

2.5 Managed IoT is compatible with our Enterprise Mobility Managed Service (EMMS) 2
and EMMS 3.

2.6 Managed IoT is only available in connection with approved devices. For information
about approved devices, please see clause 2.19.

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Managed IoT Features

2.7   The Managed IoT Service is comprised of the following staged service elements.

2.8   We will provide the initial consulting services (including planning, implementation, transition and training services) and any further professional services under an agreed Statement of Work on the terms set out in the Professional Services section of Our Customer Terms.

2.9   **Core Features**

Managed IoT includes the following service features:

Stage 1 – Professional Services & Consultation

(a)   We will provide consulting services to you during an initial 2-week stage, during which we will assess your specific requirements, your current and proposed IoT ecosystem and provide high-level design, implementation and other technical and business recommendations (**Consulting Stage**).

Stage 1 Service Features	Description
Professional Services (Stage 1)	**Consultation / High-level solution design / preliminary build:** We will undertake a 2-week consultation to determine your requirements and implementation steps covering system architecture, design and build requirements. As part of this process, we will determine your specific device information, reporting and capacity requirements.

Stage 2 – Implementation of the Managed IoT Service

(b)   Following the Consulting Stage, we will agree a Statement of Work with you detailing your Managed IoT Service and implementation steps and integration with Telstra's MCS, which will allow remote monitoring, and service management of your IoT ecosystem.

Stage 2 Service	Description

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Features	
Professional Services (Stage 2 - Implementation)	**Architecture and Design**: we (or our service partners) will design, configure and implement the appropriate MCS solution, specific to your IoT ecosystem and business environment.
	Technical Transition: we will take over your IoT ecosystem.
	Service Transition: we will implement your Managed IoT solution architecture and designs and integrate Managed IoT with your IT systems and processes.
	Accelerated Device Enrolment / Certification Service: if procurement of devices is in scope of our Managed IoT solution we will procure, deploy and enrol all approved devices (and as set in detail in clause 2.10. For non-certified devices, we will conduct certification of your devices at additional cost and as set out in our agreement with you.

Stage 3 – Ongoing Service Management

(c)   Once your Managed IoT Service has been implemented, we will provide the on-going service features described in Table 1 or otherwise described in an agreed Statement of Work.

Stage 3 Service Features	Description
Deployment Services	**Out of box testing of the hardware** • We will conduct out of the box testing of supplied devices – e.g. router staging to point your devices to the relevant server and completing endpoint configuration. • Setup devices as per your requirements – e.g. setting up a power supply, antenna and fully testing your devices
	Deploy Hardware:

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	If we supply approved devices as part of your Managed IoT solution we will: • stage, test and quality check all approved devices. Hardware staging and testing will be in accordance with your specific configuration requirements • Set up approved devices on the MCS • Perform ongoing deployment activities on a day-to-day basis such as performing firmware upgrades, monitoring, and basic trouble shooting
	Deploy Services: Add/Change/Remove Data or Voice SIM Services on our M2M/IOT control centre and IoT platform
	Deploy Application: deployment and configuration of approved M2M / IOT applications
	Deploy Server configurations
	Assist Hardware: troubleshoot and support approved devices. For hardware problems: provide proactive triage via remote diagnostic tools and troubleshooting techniques. (leveraging our contact centre and IoT platforms and SMS based troubleshooting).
	Assist Applications: provide support for approved core (device), enterprise and public app store applications.
	Assist User: create, modify and manage user and device accounts, access and enrolment. Educate users on their device and associated features.
	Assist Security: provide support for security requests and incidents from authorised representatives
	Assist Customer Network Troubleshooting: provide support and troubleshooting for client / server network and connectivity related issues
	Assist Telstra Network Troubleshooting: provide support and troubleshooting for Telstra network and connectivity related issues
	Assist OS Troubleshooting: provide support and troubleshooting for firmware/device core OS

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	of client devices	
	Assist Server Configuration and Troubleshooting: assist with the configuration, troubleshooting and support of the core M2M/IOT infrastructure platform and attached services	
Management Services	**Applications**: proactive maintenance of Application configuration items through: Change, Test and Release Management processes	
	Server: proactive maintenance and update of server configuration items through: Change, Test and Release Management processes	
	We will confirm an approved Change Control mechanism with Telstra approved device manufacturers to receive, test, certify and distribute updated firmware. This will be treated as a project based activity.	
Control Services	**Device notification services** – we will provide you with device alerts for Registered Devices using a range of applications based on your requirements.	
	User Hardware Inventory Reporting on Registered Devices Reporting on endpoint operating systems including: • Endpoint firmware trends mapped over time • Current firmware and operating system deployments	
	Endpoint Security Reporting including: • SLA Performance reporting on security incidents and requests	
	Reporting on server configuration items including: • Capacity (Not functional) - Availability (Not functional)- Current Version - Change Management	
	User Reporting including: • User number trends • Inactive users (30 - 60, 60+ days)	

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Reporting	**Walkthrough of the MCS Reports** and timings in support of your confirmed management reporting and monitoring requirements to assist you with operational support and delivery. • Set up reports and dashboards to monitor transaction volumes, error rates, performance and capacity. • Proactively review device data daily or after code rollouts to find trends, anomalies and new behaviours. • Get early warning of new problems MCS provides a full Asset Register of Registered Devices including all movements in and out of your Asset register.
	Monthly reporting: The MCS generates a report for reconciliation with billing. MCS can be customised for complex billing requirements.

2.10 Optional Features

In addition to the standard Managed IoT service features, we may recommend that you acquire one or more of the following optional service features as described in a Statement of Work:

Optional Service Features	Description
Hardware Services	**Supply approved hardware**: determined by scope of solution and described in the SOW.
	Hardware Certification: where non-certified devices are identified as part of the scope of the Managed IoT Service, Telstra's Networks team will conduct device testing and certification for approved use (on a case-by-case basis).
	Ship hardware: as per customer requirements and SOW. Completed by responsible resolver group. Hardware ordering, configuration and provisioning – the MCS platform receives requests which are forwarded to the required resolver group; automatic registration of the asset is uploaded to MCS where there is an approved MDM platform from the Telstra APN.

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	Hardware return and replacement process • Within 48hrs (where there is an agreed customer managed spares pool), a ticket is raised within the MCS (subject to confirmation of physical replacement process on a case-by-case basis.) • The relevant resolver group for action receives this ticket. The resolver group responsible for fulfilment of the ticket is determined by the initial consulting and implementation of the Managed Service solution (see Diagram 2, Service Support Matrix for examples of resolver groups).
	Procurement Services - tracking of orders and delivery • Through our service partners, we will manage Jasper activations (registration of approved devices) and the MCS interface will reconcile Jasper activations against approved devices described in the SOW. This enables tracking of devices.
	Procure Accessories • Order, track and deliver selected, approved accessories via MSC tickets, which are actioned by the relevant resolver group.
	Procure Licences • Our service partners will procure any necessary 3rd party licences for you to use Managed IoT. Device specific licences may also be necessary subject to confirmation of your requirements and choice of devices.
Renewal / Device Destruction Service	**Renew (standard)** - Securely erase all data, and destroy any Telstra supplied devices in accordance with the CSEM.
	Renew (enhanced) - Evaluate and Value individual physical assets. Securely erase all data and recycle or recondition physical hardware for destruction or future use / sale. Record and classify in accordance with the CSEM.
	Note: device replacement / destruction activities will be confirmed based on your solution requirements at our discretion and is subject to additional cost. Note: Depending on your particular devices, we may be able to provide certification of device destruction and recycling of parts. This feature is subject to our terms with the relevant approved device manufacturer.

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2.11   Project Management Services

Depending on the complexity of your Managed IoT solution and requirements, we may also offer the following project management service features as described in a Statement of Work:

Service element	Description
Professional Services	We may provide you with additional project services to support implementation of your Managed IoT solution, to be charged in accordance with a SOW.
Project Management	The following project management services can be provided across your Managed IoT ecosystem: • **Pre-Project Initiation:** Before kicking off the Project, the Project Management Office (PMO) require Customer agreement by signature on a project plan • **Project Initiation**: Project Kick-off Introduction email, Project Kick-off Meeting with Customer • **Project Planning**: Creation of Project Log document (Project Plan created only for large projects) • **Project Execution:** Project Weekly Meetings or Project Status Updates (depending on what has been signed off in scope), assist with third party providers to coordinate activities/delivery of scope items, act as first point of contact throughout life-cycle of project for Telstra. • **Design Activities**: Assist with Strategy/Innovation Team/Architects/Third Parties to ensure that design work completed/signed off by customer, Project Manager to facilitate coordination and agenda's for design workshops • **Work completed/signed off by customer,** Project Manager to facilitate coordination and agenda for design workshops • **Testing Activities**: Coordinate Pilot Testing, Assist with facilitation of UAT Testing • **Change Management:** Assist with facilitating changes within BTSM environment, and directing customer through changes required in the customer environment

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- **Service Transition Activities**: Coordinate the Service Transition of Managed IoT through developing Service Design Structure and Service Support Model (Aligned with BTSM S&I Team) - allowing Managed IoT service to be supported in ELS

- **Project Closure:** Project Closure Report, Project Closure Meeting

- **Project Change Requests** will be initiated if the project scope deviates from the agreed project plan.

Customer Services Engagement Manual

2.12   As part of the Stage 2 implementation services, we will work with you to create and agree upon a Customer Services Engagement Manual (**CSEM**), documenting the roles, responsibilities, and agreed processes that we will follow to deliver your Managed IoT service.

2.13   The CSEM is the single point of reference for both parties on the operational aspects of your Managed IoT service. Changes to the CSEM require mutual agreement. You may request changes at any time through the change management process documented in the CSEM. Changes to the CSEM may incur additional cost.

2.14   We may, but are not required to, act on instructions of your authorised administrators (other than changes to authentication processes) that are inconsistent with the processes documented and agreed in the CSEM.

2.15   You appoint us as your agent to act on your behalf in relation to any third party supplier to the extent specified in the CSEM, including entering purchase agreements on your behalf.

2.16   You authorise us to provide your contact details and all other necessary information (including confidential information) to any third party suppliers, and to instruct third party suppliers on your behalf, to the extent necessary for us to provide the Managed IoT service. Upon request, you must provide all assistance we reasonably require to provide the Managed IoT service, including authorisations to third party suppliers.

Endpoints and Supported Devices

2.17   We will only provide Managed IoT in respect of devices that we have been approved for use on our network and that meet the requirements of clauses 2.18, 2.19, 2.21, or as otherwise specified in your agreement with us (which will be documented in the CSEM).

2.18   Managed IoT will only support devices that are:

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(a) Listed on the approved devices list or are otherwise certified for operation on our network; and

(b) connected to a Telstra M2M data plan; or

(c) connected to the internet using Wi-Fi only.

Note: The approved devices list is available at https://www.telstra.com.au/business-enterprise/solutions/internet-of-things/connectivity-and-hardware/hardware.

2.19 As part of the consulting phase of the Managed IoT service, we will assess your choice of devices for compatibility with our network and the Managed IoT service features. If you acquire Managed IoT for use with your own devices (**BYO Devices**) or your Managed IoT solution includes non-certified devices or modules we will:

(a) certify your BYO Devices or other proposed devices or modules at additional cost; or

(b) if we determine that your BYO Devices are not suitable for use with Managed IoT, we will work with you to recommend an alternative approved device.

2.20 You must use any approved devices, in accordance with:

(a) the CSEM; and

(b) any user guides issued by us, the device manufacturer or the supplier of the device.

2.21 Managed IoT capabilities, other than enrolment and un-enrolment support, will only be available for approved devices enrolled on the MCS platform (**Registered Devices**), and that device is turned on and connected to the internet.

BYO Devices

2.22 If we agree to supply Managed IoT for BYO Devices, or you modify any approved device or software that we supply to you as part of Managed IoT, then to the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you agree to the following terms:

(a) we make no representations that Managed IoT will be fit for purpose and disclaim all liability in respect of the operation of Managed IoT;

(b) we do not guarantee that the device will be compatible with our network and we are not liable to support your devices other than as set out in a SOW;

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    (c)   we are not liable for any faults, errors or reduced or lost functionality in respect of Managed IoT as a result of any firmware updates or upgrades to your devices, except to the extent described in a SOW or our (or our contractors') negligence or breach of Our Customer Terms caused or contributed to the faults, errors or reduced or lost functionality; and

    (d)   you indemnify us (as well our staff, affiliates and suppliers) against any Loss suffered or incurred by us and that arises naturally (that is, according to the usual course of things) resulting from a claim that use of the Managed IoT infringes any person's intellectual property rights, except to the extent such a claim is caused or contributed to by us. We will also take reasonable steps to mitigate our Loss resulting from such a claim.

Third Party Suppliers

2.23   Some aspects of your Managed IoT service may be the responsibility of a third party or conditional upon action by a third party. To the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, where the CSEM defines an action as a third party responsibility:

    (a)   we are not responsible for any delay or inaction by the third party (other than any of our subcontractors); and

    (b)   as between you and Telstra, each responsibility of the third party (other than any of our subcontractors) is deemed to be your responsibility,

except to the extent our (or our contractors') negligence causes or contributes to the circumstances in paragraphs 2.23(a) or 2.23(b).

2.24   To avoid doubt, third party suppliers in this clause do not include Telstra's related entities such as BTS Mobility, or licensors of Telstra provided Managed IoT capabilities.

Third Party Software Licensing

2.25   We may require you or your Endpoints to agree to a further endpoint licence agreement (EULA) with us to access elements of the Managed IoT solution, and to install endpoint protection applications on Devices.

2.26   We do not represent that Managed IoT (including the MCS platform) will integrate with any third party software or service unless expressly set out in your agreement with us.

Planned Outages / Acceptable Use / Service Suspension & Termination

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2.27   From time-to-time, we may need to implement planned outages to your Managed IoT service platform for maintenance and upgrade purposes. We will provide you with prior reasonable notice before commencing any transfer or planned outages and will aim to cause as little impact as possible to your Managed IoT service when we do.

2.28   Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will endeavour to provide Managed IoT in a way that minimises any disruptions to your IoT ecosystem, but we do not warrant that Managed IoT will be interruption or error free.

2.29   From time-to-time we may update elements of Managed IoT functionality – we do not have to advise you when we update Managed IoT functionality unless it will, or is likely to, detrimentally affect your use of Managed IoT.

2.30   We may suspend or terminate your access to our networks if you use Managed IoT to adversely impact the operation and/or other customers' enjoyment of our networks or if you breach a material condition of these terms. We will tell you before this happens.

2.31   We may also suspend or terminate your access to our networks if your use of Managed IoT is polling the network more frequently than once every 60 seconds or maintains a continuous active radio connection to the network. Continuous idle data connectivity to the network, in the form of PDP context establishment, is permitted.

2.32   We will notify you if we consider that you are not complying with the Telstra Wireless Application Development Guidelines. If you fail to comply with the Telstra Wireless Application Development Guidelines within 30 days (or such longer period as Telstra notifies to you), we may terminate your access to our networks. We will tell you before this happens.

The Telstra Wireless Application Development Guidelines are accessible here.

2.33   You must not use your Telstra Wireless M2M service to connect to the internet via another internet service provider.

Managed Service for MDM

2.34   If you take up an optional MDM service for approved devices as part of your Managed IoT service, we will procure, provision, and manage your MDM service including obtaining any necessary software licenses. We will provide a MDM platform as a dedicated instance, hosted on a shared tenancy.

2.35   The MDM service includes the following capabilities:

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Category	Description
Deploy	Deploy VPN Profile to Registered Devices
	Deploy public apps to Registered Devices
	Deploy Wi-Fi, restrictions, VPN, web clip and policy / security server configurations to Registered Devices
	Deploy, install and record instance and approved licenses to Registered Devices
Assist	Enrolment and un-enrolment of Registered Devices
	MDM agent app endpoint support
	Device configuration endpoint support
	Lost and stolen device endpoint support
	MDM platform connectivity support
Manage	Maintenance of the MDM platform, including timely deployment of updates.
	Updates to enrolment documents.
	Apple Push Notification Service (APNS) certificate renewal
	Maintenance of user or device certificates
	Profile and policy changes
	Changes to your VPN profile upon request.
	Administrator role management
	Compliance rules and enforcement actions management
	Change management assistance
Control	Self-service reporting access
	Self-service reporting in MDM portal and Enterprise Mobility Managed Service Online portal - training

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Technical Support – Service Desk Availability

2.36   We will provide endpoint support through the Service Desk to the Service Levels specified below.

2.37   Unless you take up Monthly Optional Extras – 24/7 Support, the Service Desk is available Monday to Friday 8am to 8pm AEDT, excluding public holidays in Melbourne, Australia.

2.38   If you take up Monthly Optional Extras - 24x7 Technical Support we will provide extended 24x7 Service Desk availability for all incidents and requests with exclusions being defined in our agreement with you.

Service Levels

2.39   We will provide the Managed IoT service to the following service levels, or as otherwise specified in your agreement with us. We will use reasonable commercial efforts to meet the target response, communication frequency, resolution time:

Service Level Metrics and Response Times

Description of Service Levels IoT Managed Service		Base Service Levels		Monthly Optional Extras- 24/7 Support
Function	Service Metric	Reactive (request raised by customer)	Proactive (actions initiated by Telstra / Service Partner)	Proactive Plus (additional SLAs)
Level 1 Support (Customer Service Desk)	Hours of operation	24 hours a day, 7 days a week	N/A	N/A
	Grade of service metrics (speed of answering, calls abandoned, etc.)	As described in the Cloud Services section of Our Customer Terms	To be agreed during onboarding consultancy based on customer required response times.	To be agreed during onboarding consultancy based on customer required response times.
	Tickets logged – incident / request	Dockets are created in Service Central for each customer request. Email sent to	To be agreed during onboarding consultancy based on customer required response	To be agreed during onboarding consultancy based on customer required

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Description of Service Levels IoT Managed Service		Base Service Levels		Monthly Optional Extras- 24/7 Support
Function	**Service Metric**	**Reactive (request raised by customer)**	**Proactive (actions initiated by Telstra / Service Partner)**	**Proactive Plus (additional SLAs)**
		MCS and tickets created in tandem	times.	response times.
Level 2 escalations	**Hours of operation**	Monday to Friday, 8.30am to 5.30pm EST, excluding Victorian Public Holidays	Alert Monitoring at L2 is available 7 days X 24 hours. Resolution within standard hours.	7 days X 24 hours under agreement with 30 minutes initial call back time following L2 alert notification.
	Grade of service metrics (speed of answering, calls abandoned, etc.)	30 minutes from agreed alert notification. 2 hours to next escalation or resolution.	To be agreed during onboarding consultancy based on customer required response times.	To be agreed during onboarding consultancy based on customer required response times.
	Tickets logged – incident / request	All tickets are entered in the MCS for audit, governance and tracking of reverse repair logistics processes specific to the customer service framework.	Service requests are automatically generated in the MCS where there is a proactive monitoring service in place, based on agreed customer service definitions.	Service requests are automatically generated in the MCS where there is a proactive monitoring service in place, based on agreed customer service definitions.
	Reporting	Daily movement and repairs movement reporting with monthly Service Delivery performance and Asset Management reporting. Refer appendix for available reporting.	Daily movement and repairs movement reporting with monthly Service Delivery performance and Asset Management reporting. Refer appendix for available reporting.	Daily movement and repairs movement reporting with monthly Service Delivery performance and Asset Management reporting. Refer appendix for available reporting.
Level 3	**Hours of operation**	Monday to Friday,	To be agreed during	To be agreed during

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Description of Service Levels IoT Managed Service		Base Service Levels		Monthly Optional Extras- 24/7 Support
Function	**Service Metric**	**Reactive (request raised by customer)**	**Proactive (actions initiated by Telstra / Service Partner)**	**Proactive Plus (additional SLAs)**
escalations		8.30am to 5.30pm EST, excluding Victorian Public Holidays	onboarding consultancy based on customer required response times.	onboarding consultancy based on customer required response times.
	Grade of service metrics (speed of answering, calls abandoned, etc.)	30 minutes from receipt of approved notification with 2 hour next resolution action.	To be agreed during onboarding consultancy based on customer required response times.	To be agreed during onboarding consultancy based on customer required response times.
	Tickets logged – incident / request	All tickets are entered in the MCS for audit, governance and tracking of reverse repair logistics processes specific to the customer service framework.	Service requests are automatically generated in the MCS where there is a proactive monitoring service in place, based on agreed customer service definitions.	Service requests are automatically generated in the MCS where there is a proactive monitoring service in place, based on agreed customer service definitions.
	Reporting	Daily movement and repairs movement reporting with monthly Service Delivery performance and Asset Management reporting. Refer appendix for available reporting.	Daily movement and repairs movement reporting with monthly Service Delivery performance and Asset Management reporting. Refer appendix for available reporting.	Daily movement and repairs movement reporting with monthly Service Delivery performance and Asset Management reporting. Refer appendix for available reporting.
MCS platform availability	**Grade of Service metric**	Monday to Friday, 8.30am to 5.30pm EST, excluding Victorian Public Holidays	7 days x 24 hours where there is an agreed proactive monitoring service in place.	7 days x 24 hours where there is an agreed proactive plus monitoring and service agreement in place.

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Description of Service Levels IoT Managed Service		Base Service Levels		Monthly Optional Extras- 24/7 Support
Function	**Service Metric**	**Reactive (request raised by customer)**	**Proactive (actions initiated by Telstra / Service Partner)**	**Proactive Plus (additional SLAs)**

2.40 Service Level targets above operate during the Service Desk availability times described in clauses 2.37, **Error! Reference source not found.** and 2.38 above. Service Level targets will not apply in relation to any period of scheduled maintenance.

2.41 We will not be responsible for a failure to meet a service target to the extent that such failure is caused by your delay in actioning items that are your responsibility, a third party responsibility (as agreed in the CSEM) (other than our contractors'), or that are caused by your breach of this agreement.

Charges

2.42 The charges for Managed IoT will be set out in your agreement with us.

Minimum Commitment and Early Termination Charges

2.43 Managed IoT has a minimum term of 24 months.

2.44 You may be required to pay us an early termination charge if, before the end of the minimum term:

(a) you cancel your Managed IoT service (when we are not in breach); or

(b) we cancel your Managed IoT service because you are in breach of your agreement with us.

2.45 The early termination charge is an amount equal to 25% of the monthly service charges for your Managed IoT service (including any Optional Services), multiplied by the number of months remaining until the end of the minimum term.