

### Part A – Telstra Internet Direct

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#### Contents

Click on the section that you are interested in.

<b>1</b>	<b>About this Part</b>	<b>2</b>
	Our Customer Terms	2
	When this section applies	2
	No assignment or resupply	2
	Cease sale and exit notifications	2
<b>2</b>	<b>Telstra Internet Direct</b>	<b>3</b>
	What is Telstra Internet Direct (TID)?	3
<b>3</b>	<b>Details of the Telstra Internet Direct service</b>	<b>4</b>
	Availability	4
	Access Services	4
	Bandwidth options and speed	5
	Data allowance	5
	Static IP address	6
	Internet Direct Secondary MX mail server (optional)	6
	Border Gateway Protocol (BGP)	7
	Domain Name Servers (DNS)	7
<b>4</b>	<b>Charges</b>	<b>7</b>
<b>5</b>	<b>Minimum term and termination</b>	<b>8</b>
<b>6</b>	<b>Relocations</b>	<b>9</b>
	TID Premium	9
	TID Lite	9
<b>7</b>	<b>Your use of the Telstra Indirect Direct service</b>	<b>10</b>
<b>8</b>	<b>Service Assurance</b>	<b>10</b>
	Telstra Internet Direct network availability	10
	Access Service network availability	11
	Scheduled outages	11
	Service Assurance for TID Standalone and TID Premium	12
<b>9</b>	<b>Other work we do for you</b>	<b>13</b>
<b>10</b>	<b>Special meanings</b>	<b>13</b>

### Part A – Telstra Internet Direct

Certain words are used with the specific meanings set out in clause 10 and in [the General Terms of Our Customer Terms](#).

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## 1 About this Part

### Our Customer Terms

- 1.1 This is Part A - Telstra Internet Direct of the Internet Solutions section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this Part A - Telstra Internet Direct section, then this Part A - Telstra Internet Direct applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this Part A - Telstra Internet Direct section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

### When this section applies

- 1.5 This section applies if you signed up for your Telstra Internet Direct service on and from 1 March 2018.
- 1.6 If you signed up for a Telstra Internet Direct service before 1 March 2018, the Part A - Telstra Internet Direct (non-current before 1 March 2018) section of the Internet Solutions section of Our Customer Terms applies instead of this section.

### No assignment or resupply

- 1.7 You must not assign or resupply Telstra Internet Direct to anyone.

### Cease sale and exit notifications

- 1.8 From 15 June 2021, Telstra Internet Direct Ethernet over nbn will no longer be available to new customers.
- 1.9 From 15 November 2022, some changes will no longer be permitted for Telstra Internet Direct Ethernet over nbn services, including:
- (a) recontracting;
  - (b) ordering new services;
  - (c) external relocations; and

This Part A - Telstra Internet Direct section was last changed on 09 November 2023

### Part A – Telstra Internet Direct

- (d) any changes that require a technician to be dispatched.
- 1.10 From 15 November 2025, all remaining Telstra Internet Direct Ethernet over nbn services will be disconnected.
- 1.11 From 15 August 2021, the following services will no longer be available to new customers:
  - (a) TID Lite;
  - (b) TID Premium Package – Ethernet (Telstra Fibre) (also known as TID Premium Package – Ethernet MAN); and
  - (c) TID Standalone.
- 1.12 Please refer to the [Ethernet Lite section](#) of Our Customer Terms for cease sale and exit notifications affecting Telstra Internet Direct services using Ethernet Lite access.
- 1.13 Please refer to the [Frame Relay section](#) of Our Customer Terms for cease sale and exit notifications affecting Telstra Internet Direct services using Frame Relay access.
- 1.14 Please refer to the [Ethernet Line section](#) of Our Customer Terms for cease sale and exit notifications affecting Telstra Internet Direct services using Ethernet Line access.

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## 2 Telstra Internet Direct

### What is Telstra Internet Direct (TID)?

- 2.1 The Telstra Internet Direct Premium (**TID Premium**) service gives you a high performance, carrier-grade, committed information rate internet service via our points of presence around Australia.
- 2.2 The Telstra Internet Direct Lite service (**TID Lite**) gives you a high performance, business-grade, peak information rate internet service via our points of presence around Australia.
- 2.3 The Telstra Internet Direct service requires a compatible telecommunications service in order to connect your premises to our point of presence (**Access Service**).
- 2.4 We offer three options for purchasing the Telstra Internet Direct service:
  - (a) **TID Standalone** includes the Telstra Internet Direct Premium internet connection but does not include the Access Service.
  - (b) **TID Premium Package** includes the Telstra Internet Direct Premium internet connection bundled with the Access Service.
  - (c) **TID Lite Package** includes the TID Lite internet connection bundled with the Access Service.

This Part A - Telstra Internet Direct section was last changed on 09 November 2023

### Part A – Telstra Internet Direct

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## 3 Details of the Telstra Internet Direct service

### Availability

- 3.1 The availability of a Telstra Internet Direct service depends on your location, which we can confirm upon your request.
- 3.2 TID Lite is only available in selected zones and at sites where existing Telstra Ethernet MAN infrastructure is available, utilising the common network access handoff. TID Lite is not available where any network extension or upgrade is required to deliver TID Lite to your site or your requested service delivery point. We may determine at our discretion whether your site is eligible for TID Lite. We may reject or cancel your order for TID Lite if we assess that insufficient existing infrastructure is available at your site to qualify for TID Lite. This may be confirmed after an on-site visit.
- 3.3 In this section, where you can apply, request, ask, are eligible (or any other similar wording) for a service, feature, functionality, or any other item (“Request”), we can accept or reject that Request at our choice.

### Access Services

- 3.4 If you purchase a TID Standalone service, you must separately acquire and maintain an approved Access Service to connect with your TID Standalone service. The terms and charges for your Access Service are separate from and in addition to the terms and charges for your TID Standalone service. We will confirm on request the approved Access Services compatible with your TID Standalone service.
- 3.5 If you purchase a TID Premium Package service or a TID Lite Package service, the Access Service bundled with your service is set out in your application form or separate agreement with us. We will confirm on request the Access Services options for TID Premium Packages or TID Lite Packages available at the time and feasible for your premises. You may not transfer an existing Access Service to use for a new TID Premium Package service or a new TID Lite Package service. You will need to cancel your existing Access Service, pay any applicable early termination charges for the existing Access Service and provision a new Access Service as part of your TID Premium Package or TID Lite Package.
- 3.6 If you acquire a TID Premium Package or TID Lite Package, the applicable section of Our Customers Terms for your chosen Access Service applies to that Access Service, unless otherwise specified. For example:
- (a) the [Ethernet MAN section](#) of Our Customer Terms (except for the Ethernet MAN standard network connection, monthly access and bandwidth-on-demand change charges) applies to your Ethernet MAN Access Service; and
  - (b) the [Services on the nbn<sup>TM</sup> section](#) and [nbn<sup>TM</sup> Access Services section](#) of Our Customer Terms apply to your Ethernet over nbn<sup>TM</sup> Access Service.

### Part A – Telstra Internet Direct

3.7 In relation to TID Premium Packages and TID Lite Packages, this Telstra Internet Direct section prevails to the extent of any inconsistency with the Access Service OCT.

#### **Bandwidth options and speed**

3.8 We will confirm on request the access bandwidth options for your Telstra Internet Direct service and Access Service that are available at the time of your request and feasible for your premises.

3.9 The access bandwidth for your Telstra Internet Direct service is the nominal data throughput rate limit that we have configured for your access port. The access port is the point at which your Access Service connects to our point of presence to our Internet access network.

3.10 TID Premium is a Committed Information Rate service. This means that throughput is not affected by the number of end users connected at the same time and the associated line transmission rates of those end users.

3.11 TID Lite is a Peak Information Rate service. This means that throughput may vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users. Customers may not always get their purchased bandwidth as this is dependent on the traffic load in the Telstra network. No major service degradation is expected during normal daily peak periods.

3.12 Actual throughput depends on a variety of other factors, including:

- (a) the access bandwidth of your Access Service;
- (b) that the transmission protocol uses some of the access bandwidth to manage the data transmission;
- (c) the capability and settings of equipment and systems used by the sender and the recipient of the data transfer; and
- (d) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead.

3.13 The Access Service OCT contains further terms relating to the speed of your Access Service.

#### **Data allowance**

3.14 If your plan has an unlimited data allowance, there are no excess usage charges.

3.15 If your plan has a specified data allowance, we charge you an excess usage charge for each additional Megabyte of traffic received, up to a specified excess usage cap (if applicable for your plan). The excess usage cap is in addition to the monthly charges for your service. If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic allowance is forfeited.

This Part A - Telstra Internet Direct section was last changed on 09 November 2023

### Part A – Telstra Internet Direct

#### Static IP address

- 3.16 As part of your Telstra Internet Direct service, we will provide you with access to one Internet protocol address (“**IP Address**”). We may replace that IP Address with a different IP Address at any time by giving 14 days’ prior notice to you. You cannot request a particular IP Address.
- 3.17 You acknowledge that the IP Address that we allocate for your use may have been used by us (or other people) prior to being allocated to you. As a result, you may receive traffic intended for us (or those other people) and the traffic may be malicious (eg as part of a denial of service attack).
- 3.18 We grant you a non-exclusive, non-transferable, revocable licence to use the IP Address in equipment for the sole purpose of using the IP Address with your Telstra Internet Direct service. We reserve all other rights in the IP Address.
- 3.19 You may not sub-licence, assign, share, sell, rent, lease, transfer or otherwise deal with the IP Address other than as granted to you under this section of Our Customer Terms.
- 3.20 If you are migrating from another Internet Service Provider to a Telstra Internet Direct service, you will be provided with a new IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.

#### CustData web page

- 3.21 You can access the [CustData web page](#) to access near real-time information and tools on your Internet traffic, service levels and account details.
- 3.22 We will use reasonable efforts to send an email notification to you once you reach 50%, 75%, 100%, 125%, 175% and 250% of your chosen monthly traffic allowance for that month (if applicable). These alerts are only an estimate of the amount of traffic you have received at that point in time. It is your responsibility to manage the amount of traffic received by your Telstra Internet Direct service and you remain liable for any excess usage charges which apply.
- 3.23 We will send the traffic notifications to the email address specified in the Billing Contact section of your [CustData web page](#). You must ensure this address is current and updated as required.

#### No outgoing email

- 3.24 The Telstra Internet Direct service does not include access to an SMTP service to let you relay or send email, whether or not you have your own locally operated mail server. If you want to be able to send or relay email you have to obtain your own SMTP server.

#### Internet Direct Secondary MX mail server (optional)

- 3.25 You can apply for our optional Internet Direct Secondary MX mail server service. This provides a back-up if your primary SMTP mail server fails.

### Part A – Telstra Internet Direct

3.26 You must not use this as your primary SMTP mail server. This feature may only be used as a temporary service, to provide redundancy for a short period if there is a problem with your primary server.

3.27 We will use reasonable endeavours to ensure that the Internet Direct Secondary MX mail server feature is available for your use. However, we do not promise that the Internet Direct Secondary MX mail server feature will always be available or that it will deliver all emails to the intended recipients.

#### **Border Gateway Protocol (BGP)**

3.28 You can ask to use Border Gateway Protocol when you apply for Telstra Internet Direct service or via the [CustData web page](#).

#### **Domain Name Servers (DNS)**

3.29 You can apply for us to host a domain name on one of our DNS servers. You can apply for us to host your domain name on either a Primary DNS server or on a Secondary DNS server (which will mirror the domain information of the Primary DNS server). You can do this through the CustData webpage.

3.30 If your Telstra Internet Direct service is cancelled, we will remove your DNS records from our DNS servers. You will need to transfer your domain name hosting services to another Telstra Internet Direct service or to another provider.

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## **4 Charges**

4.1 Your application form or separate agreement with us sets out the following charges for your Telstra Internet Direct service:

- (a) Monthly access charges;
- (b) Connection and relocation charges; and
- (c) any excess usage charges and any cap for such excess usage charges (except if your plan has an unlimited data allowance).

4.2 The connection and relocation charges only cover connections and relocations during our business hours of 8am to 6pm on a Business Day. Additional charges apply if you request connections or relocations outside our business hours.

4.3 A TID Lite service will be provided to and terminated on a Telstra Network Termination Unit (NTU) at the main Building MDF or OFDF Communications Room only (Network Boundary Point). The standard charges are based on your site having an existing NTU with available port and capacity. If your site requires an additional NTU to connect your TID Lite service, we will charge you an additional fee as set out in your application form or separate agreement with us.

### Part A – Telstra Internet Direct

- 4.4 This clause applies for any Telstra Internet Direct service ordered under an agreement entered on or from 1 August 2019. If we assess that any network extension or upgrade work is required to deliver the service to your site, we may charge you additional charges and require you to agree to additional terms as notified at the time of order or when the work is identified.
- 4.5 The charges for your Telstra Internet Direct service vary depending the zone your premises are located in. We will confirm on application the applicable zone for your Telstra Internet Direct service.
- 4.6 We may also charge you the following changes:

Charge type	When we may charge	Charge (GST excl)
Backchannel charge	If the total traffic you send in a month through all access ports on your account (other than access ports for which you have chosen the unlimited traffic allowance pricing option) exceeds the total traffic you receive in that month through those access ports by more than four times (i.e. a greater than 4:1 ratio)	4¢ for each additional Megabyte of traffic you send in that month in excess of the 4:1 ratio
Bandwidth Downgrade charge	You ask to downgrade the access bandwidth of your plan	Single uplink Access Service: \$500 per change Fully redundant Access Service: \$1,000 per change
Changing customer charge	You ask to change the customer for your Telstra Internet Direct service	\$150 per request
Held order charge	You ask us to delay provisioning of an accepted order	\$500 per request

## 5 Minimum term and termination

- 5.1 You must take each Telstra Internet Direct service for a minimum term of 12, 24 or 36 months or such other period set out in your separate agreement with us (“**minimum term**”).
- 5.2 Your minimum term starts when we first supply the Telstra Internet Direct service to you. Your monthly charges for the service start from the date your minimum term begins.
- 5.3 If you terminate a Telstra Internet Direct service before it’s provisioned, you must pay us 65% of the standard connection charge for the service, even if we had waived the connection charge for that service.
- 5.4 An early termination fee also applies if:

This Part A - Telstra Internet Direct section was last changed on 09 November 2023

### Part A – Telstra Internet Direct

- (a) you terminate a Telstra Internet Direct service before the end of its applicable minimum term, except where the termination is due to our material breach; or
- (b) we terminate a Telstra Internet Direct service before the end of its applicable minimum term due to your material breach.

5.5 The early termination fee is 65% of  $A \times B$  where:

**A** is the monthly charges payable for the terminated Telstra Internet Direct service.

**B** is the number of months (or part of a month) from the date of termination until the end of the applicable minimum term.

You acknowledge that this is a genuine pre-estimate of our loss.

5.6 If you would like to change your Access Service for your Telstra Internet Direct Premium Package service or TID Lite Package service, you will need to cancel your existing Telstra Internet Direct Premium Package service or TID Lite Package service, pay any applicable early termination charge and apply for a new service.

5.7 If you request, we can delay provisioning of your accepted order for up to three months provided you pay the held order charge set out above. After that time, we may cancel your application by prior written notice and also charge you an early termination charge in accordance with clause 5.3.

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## 6 Relocations

### TID Premium

6.1 If we accept your request to relocate your TID service, you may choose one of these options:

- (a) you continue your relocated TID service for the remainder of your existing minimum term and you pay the applicable TID relocation fee and any network extension charges; or
- (b) you recontract your relocated TID service for a further 36 months and we will waive the connection fee and the relocation fee. You may still need to pay network extension charges.

If you take up one of these options, we will not charge you an early termination charge for the relocation.

### TID Lite

6.2 If you request to relocate a TID Lite service to another site, your relocation site must be eligible for TID Lite. If we accept your request, you may choose one of these options:

### Part A – Telstra Internet Direct

- (a) You continue your relocated TID Lite service for the remainder of your existing minimum term and you pay the TID Lite relocation fee set out in the TID Lite price list for the relocation; or
- (b) You recontract your relocated TID Lite service for a further minimum term (12, 24 or 36 months) and we will waive the relocation fee.

If you take up one of these options, we will not charge you an early termination charge for the relocation of your TID Lite service.

- 6.3 If your requested relocation site is not eligible for TID Lite, you may request to transition to a TID Premium Package service for your new site. If we accept your request, and you recontract on the TID Premium Package service for a further 36 months, we will waive the connection fee and relocation fee for the relocation. You may still need to pay network extension charges.

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## 7 Your use of the Telstra Indirect Direct service

- 7.1 You must ensure that your use of the Telstra Indirect Direct service complies with all reasonable procedures notified by us, including our [Acceptable Usage Policy](#).
- 7.2 We may immediately limit, suspend or cancel the whole or part of your Telstra Indirect Direct service if we believe on reasonable grounds that you have breached our Acceptable Use Policy. We will usually attempt to notify you before we suspend or terminate the service if it is reasonably possible to do so.
- 7.3 If we supply any software to you in connection with your Telstra Internet Direct service, your use of any such software is subject to the terms and conditions supplied with the software or otherwise notified to you.

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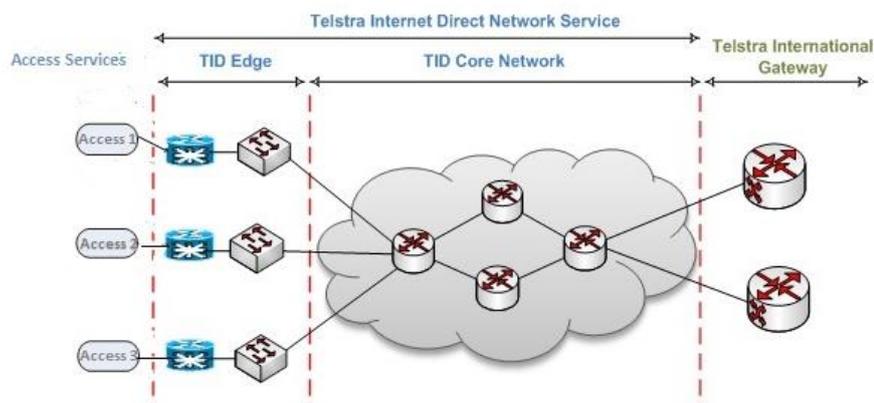
## 8 Service Assurance

### Telstra Internet Direct network availability

- 8.1 We aim to meet the following availability targets each month for the components of Telstra Internet Direct service set out below:

Network	Service availability target
Telstra Internet Direct Core Network	99.995%
Telstra Internet Direct Core and Edge Network	99.95%

### Part A – Telstra Internet Direct



- 8.2 We measure the service availability of the Telstra Internet Direct Core Network as the percentage of time that any primary POP could pass traffic to all other primary POPs via the core.
- 8.3 We measure the service availability of the Telstra Internet Direct Core and Edge Network as follows:

Your connection	Network availability
If you are connected to a primary point of presence (primary POP):	<p>The percentage of time that our intercapital network was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>
If you have a different connection:	<p>The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>

#### Access Service network availability

- 8.4 Your Access Service has a separate service availability target which may be set out in the Access Service OCT. If your Access Service is unavailable, this is not reflected in the network availability for your Telstra Internet Direct service.

#### Scheduled outages

- 8.5 There may be scheduled outages to your Telstra Internet Direct service for us to perform scheduled maintenance, upgrades or repairs. We do not take scheduled outages into account in calculating service availability levels.

This Part A - Telstra Internet Direct section was last changed on 09 November 2023

### Part A – Telstra Internet Direct

8.6 We aim (but do not guarantee) to tell you about scheduled outages to your Telstra Internet Direct service at least five business days beforehand. We can do this by posting information on the [CustData web page](#), on the Telstra Internet Direct page, on our website or by sending an e-mail to the person you have nominated as your technical contact.

8.7 We aim (but do not guarantee) to make sure scheduled outages to your Telstra Internet Direct service are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.

#### **Service Assurance for TID Standalone and TID Premium**

8.8 As part of the Telstra Internet Direct service for TID Standalone and TID Premium, we provide a 24 hours a day, 7 days a week fault reporting service (**Helpdesk**) for you to tell us about service faults.

8.9 Service assurance levels apply to the Access Service which you use with your Telstra Internet Direct service. [Standard Restoration, SLA Premium and Telstra Provisioning Commitment section](#) of Our Customer Terms and the Access Service OCT set out the terms relating to service assurance of your Access Service, including:

- (a) the standard service assurance levels included (including coverage period, response time targets and restoration time targets); and
- (b) any enhanced service assurance options which you may purchase at additional cost.

#### **Service Assurance for TID Lite**

8.10 As part of the TID Lite service, we provide a standard service assurance level of Extended Business Hours which has the following targets:

- (a) Coverage period: 7am – 9pm Monday to Sunday
- (b) Response time: 2 hours
- (c) Restoration time: 12 hours (excluding rural/remote site)

8.11 You may purchase the Enhanced Business Plus SLA for an additional \$200 per month for the same minimum term as your TID Lite service, which has the following targets:

- (a) Coverage period: 24 hours a day, 7 days a week
- (b) Response time: 1 hour
- (c) Restoration time: 12 hours (excluding rural/remote site)

8.12 The above service assurance levels are provided on the terms set out in the [Standard Restoration, SLA Premium and Telstra Provisioning Commitment section](#) of Our Customer Terms.

### Part A – Telstra Internet Direct

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#### 9 Other work we do for you

- 9.1 Additional charges apply for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract. The additional work and applicable charges are set out in the [Fee-for-service \(Other work we do for you\)](#) section of Our Customer Terms, unless otherwise notified by us.
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#### 10 Special meanings

- 10.1 The following words have the following meanings in this section:

**Acceptable Usage Policy** means our Acceptable Usage Policy as updated from time to time, found at <https://www.telstra.us.com/en/acceptable-use-policy> or such other website as notified to you.

**Access Service OCT** means the applicable section of Our Customers Terms for the Access Service that you use with your Telstra Internet Direct service.

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

**Network Boundary Point** for an Access Service has the meaning set out in the applicable section of Our Customer Terms for that Access Service.

a **point of presence** or **POP** is the place where a Access Service connects to our Internet access network

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