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Our Customer Terms

Cloud Direct Connect section

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Recent changes

Date of change	Service/Feature	What has changed?	See
28 June 2016	Cloud Gateway	Renaming the IP Networking Service component of Cloud Direct Connect to Cloud Gateway and related changes.	Throughout this section.
23 March 2016	Cloud Gateway	Added Cloud Gateway as a new service.	2.5 – 2.6
8 April 2015	Cloud Direct Connect	Clarifying our target standard provision times for different cloud providers.	7.1
		Clarifying the equipment we provide as part of an ethernet or optical connection.	9.6
11 February 2015	IP Networking Service.	Added an IP Networking Service as a new option and consequential changes.	Throughout this section.

Certain words are used with the specific meanings set out on page 15 and in [the General Terms of Our Customer Terms](#) (“**General Terms**”).

1 About this section

Our Customer Terms

- 1.1 This is the Cloud Direct Connect section of Our Customer Terms. The General Terms also apply unless you have a separate agreement with us, which excludes the General Terms.

Inconsistencies

- 1.2 This section applies to the extent of any inconsistency with the General Terms.
- 1.3 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.

No assignment or resupply

- 1.4 The Cloud Direct Connect service isn’t available to Telstra wholesale customers or for resale. You mustn’t assign or resupply the Cloud Direct Connect service to anyone.

We have to approve your requests

- 1.5 In this section, where you can apply, request, ask, choose, 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. For example, we may reject your Request if the Cloud Direct Connect service isn’t available in your area, or your equipment isn’t compatible.

We work during Business Hours

- 1.6 Unless otherwise stated, we do work as part of the Cloud Direct Connect service (including installation, configuration, site audits and feasibility studies) during Business Hours. Additional charges apply outside Business Hours. We can confirm these charges on request.

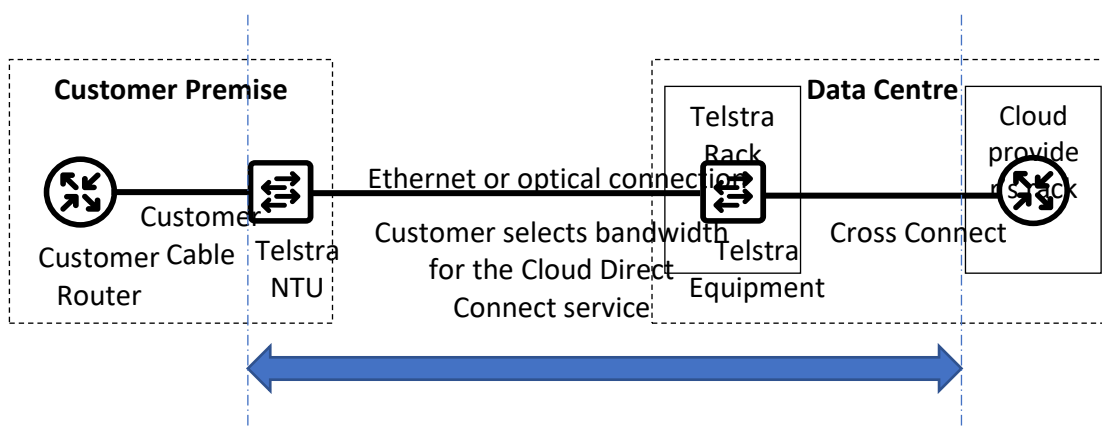
Renaming the Cloud Direct Connect service to Cloud Gateway

- 1.7 On and from 28 June 2016:
- (a) the IP Networking Service component of your Cloud Direct Connect service will form part of your Cloud Gateway service; and
 - (b) if you apply for an IP Networking Service under this section, a reference in this section to “Cloud Direct Connect” is read as a reference to “Cloud Gateway”, as appropriate.

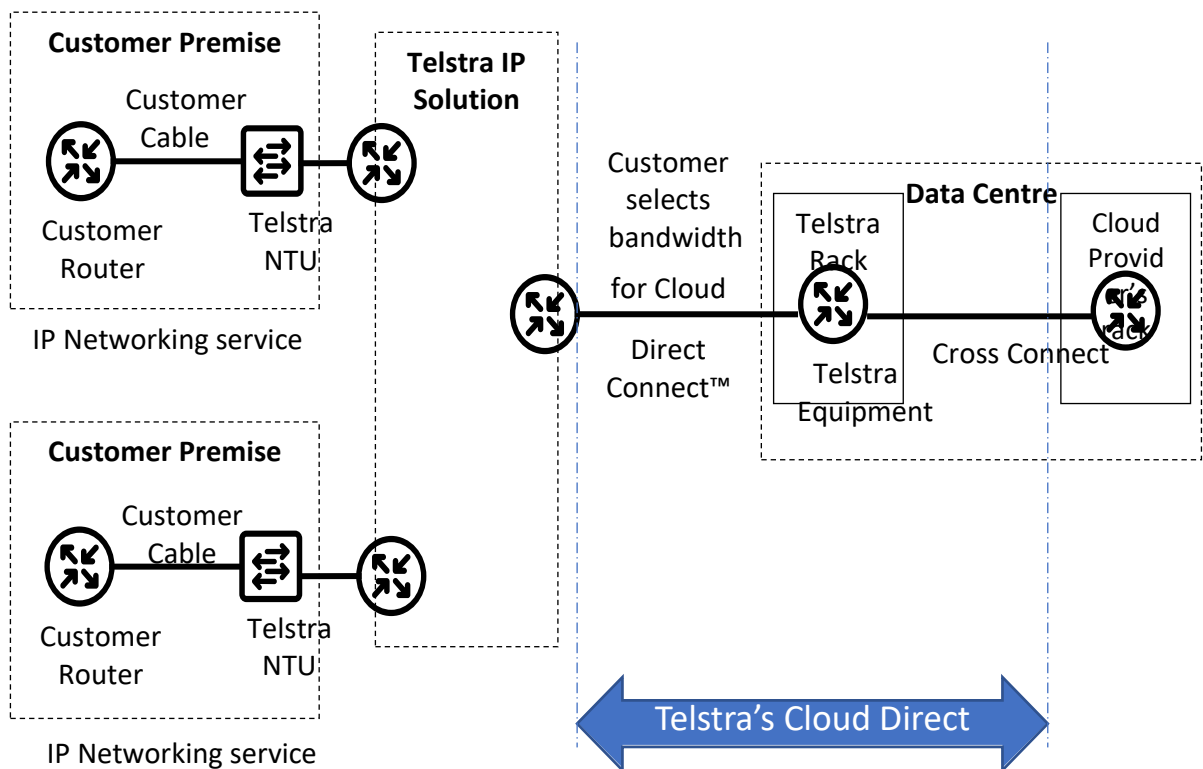
2 What is the Cloud Direct Connect service?

What connections are available?

- 2.1 The Cloud Direct Connect service links your site to a data centre using an:
- (a) ethernet connection;
 - (b) optical connection; or
 - (c) IP Networking Service.
- 2.2 In that data centre, you then use a “cross connect” to connect to and access Cloud services from compatible providers.
- 2.3 Your Cloud Direct Connect service could look like this when using an ethernet or optical connection:



- 2.4 Your Cloud Direct Connect service could look like this when using an IP Networking Service:



Cloud Gateway

- 2.5 Cloud Gateway is a new service that aims to let you apply for, buy and manage your IP Networking Service connectivity into compatible cloud providers in an aggregated way. This means you can buy a chosen bandwidth for your connectivity and allocate that bandwidth against a number of compatible cloud providers.
- 2.6 On request, we can let you know which cloud providers are available through the Cloud Gateway.
- 2.7 When you obtain a Cloud Gateway service, we may contact you to go through the standard configuration steps you need to complete to enable your Cloud Gateway service. However, it's up to you to properly configure your network to ensure compatibility with your Cloud Gateway service and we aren't responsible for this.
- 2.8 If you need further assistance beyond the standard configuration steps under clause 2.7, you can ask us for assistance at an additional charge.

3 Ethernet connection

What is an ethernet connection?

- 3.1 An ethernet connection is an ethernet over fibre data networking service. You use it to connect your site to our equipment rack in a data centre.

What do you get with your ethernet connection?

- 3.2 An ethernet connection comprises:
- (a) 2 ports;
 - (b) 1 NTU at each site; and
 - (c) a single fibre connection that terminates at an exchange.
- 3.3 As part of an ethernet connection, you get:
- (a) 2 or more ports to the service as set out above;
 - (b) connection from our Network Boundary at your first specified address, to the local exchange;
 - (c) connection from our Network Boundary at your second and/or subsequent specified address, to the local exchange; and
 - (d) connection of the service between the addresses where an access bandwidth is nominated to connect those addresses – this known as the link or link service.

4 Optical connection

What is an optical connection?

- 4.1 An optical connection is a higher bandwidth, point-to-point service (with relevant equipment). You use it to connect your site to our equipment rack in a data centre.
- 4.2 You choose an optical connection over an Ethernet connection where you need a higher bandwidth connection.

What do you get with your optical connection?

- 4.3 Your optical connection provides a single path delivery. This means there's a single:
- (a) physical interface at our Network Boundary;
 - (b) building entry point; and
 - (c) optical fibre pair between your site and our exchange.

5 IP Networking Service

What is an IP Networking Service?

- 5.1 The IP Networking Services are IP MAN, IP WAN and IP Wireless, as described in Part B of the IP Solutions section of Our Customer Terms.
- 5.2 Your Cloud Gateway service using an IP Networking Service is a shared service. This means that your service uses shared infrastructure that isn't dedicated to you.

6 Available bandwidth and interfaces

You can choose interface and bandwidth

- 6.1 For an ethernet or optical connection, you can choose interface and bandwidth (nominal data throughput rate limit) options for your Cloud Direct Connect service from a list we make available from time to time. For an IP Networking Service, you only need to choose the bandwidth.
- 6.2 You must ensure that the sites connected by the Cloud Direct Connect service have the same chosen bandwidth, unless we agree otherwise.
- 6.3 The maximum rate carried on a port depends on the physical line rate of the interface and the subscribed access speed at which the rate will be policed. The method we use to police this may vary. We can confirm this method on request.
- 6.4 Actual throughput is lower than the chosen access bandwidth. This is because the transmission protocol uses some of the access bandwidth to manage the data transmission.

Changing your bandwidth

- 6.5 You can ask us to change the access bandwidth for your Cloud Direct Connect service. If we agree to this, we'll confirm the applicable charges for that change and any other changes to your service charges.
- 6.6 You're responsible for all access bandwidth change requests sent to us, regardless of how they're communicated to us.

7 Connecting and relocating your connection

How long does it usually take?

- 7.1 We aim to meet the following provisioning time targets for installing your ethernet or optical connection or your IP Networking Service. These times start from the date you give us all the information we need until the time we complete your provisioning:

Category of order (as we decide) for ethernet and optical connection	Target standard provisioning time
Minimal: Orders that need minimal work prior to installation, such as external transmission plant installation work (including installing up to 500m of cable), and substantial internal plant work. Minimal orders could include switching equipment or a new or sub-rack, work on internal cabling, or substantial fee for service work.	19 Business Days
Medium: Orders that need medium work before installation, including seeking third party consent before work can begin.	24 Business Days
Extensive: Orders that need major construction activity. Extensive orders could include where long access fibre haul is required or if you ask for more than 10 connections at one location in any month.	Assessed case by case
IP Networking Service	
Installing your IP Networking Service	5 Business Days*

*If you signed up for your Cloud Direct connect service on and from 8 April 2015, this target time could be longer as it depends on which cloud provider you choose. For example, we may need 11 or 16 Business Days or even longer as our target time due to some cloud providers' provisioning processes.

What happens if your site isn't ready for install?

- 7.2 If a site isn't ready for install of the Cloud Direct Connect service within 40 Business Days from the date your order is submitted and we didn't cause this delay, you must start paying us all the charges for the connection (including installation, relocation and rental charges).

Relocating your connection

- 7.3 We can relocate the end point of your Cloud Direct Connect service by telling you at least 6 months earlier. This could be due to closure of an exchange where the end point is or due to some other reason. If this happens, we'll reasonably help you with the relocation.
- 7.4 We may give you less than 6 months notice of the relocation if a third party requires us to relocate, or the reason for the relocation is beyond our reasonable control.
- 7.5 You can ask us to relocate the end point of your Cloud Direct Connect service to another site, or to a different place at its current site. If we agree to this, additional charges apply (including relocation costs). We can confirm these charges on request.
- 7.6 We'll consult with you about the timeframe and process for each relocation.

We don't supply to demand aggregators

- 7.7 The Cloud Direct Connect service isn't available if you use or plan to use it as a demand aggregator.
- 7.8 A demand aggregator is someone who obtains the service to use in conjunction with other equipment, to aggregate demand from multiple sub-addresses at a single residential location (for example, a gated community or block of apartments).
- 7.9 You represent that at all times, you won't use any part of your Cloud Direct Connect service as a demand aggregator.
- 7.10 You must immediately tell us if you use or intend to use any part of your Cloud Direct Connect service as a demand aggregator. If this happens, or we find out that it's happening, we may immediately cancel your Cloud Direct Connect service.

8 Cross connect service

- 8.1 Your cross connect service links your ethernet or optical connection or IP Networking Service in a data centre to a Cloud service provider's equipment rack. You then contract with the relevant provider to obtain Cloud services.
- 8.2 For your ethernet or optical connection, we'll endeavour to ensure that your cross connect service is provided on the terms set out in http://info.equinix.com/Telstra_CrossConnects_Legal_Terms_Conditions_AU.html, as amended from time to time. You must comply with those cross connect terms.

- 8.3 This Cloud Direct Connect section applies to the extent of any inconsistency with the above cross connect terms.

9 Cloud Direct Connect equipment

Cabling and data terminal equipment

- 9.1 To apply for and continue to use the Cloud Direct Connect service, you must at all times and at your cost:
- (a) ensure that your equipment is compatible with the Cloud Direct Connect service and meets our technical and other requirements that we specify from time to time;
 - (b) provide and maintain all cabling, optical patch cords or other connectivity we require from time to time. This includes providing cabling to connect the Cloud Direct Connect service from our Network Boundary to your equipment and to connect our equipment to your equipment; and
 - (c) use equipment that complies with all relevant Australian Communications & Media Authority (“ACMA”) technical requirements for connection to a public switched data service.
- 9.2 We connect your existing cabling at your site to the Cloud Direct Connect service if it’s been installed:
- (a) by a registered cabling service provider; and
 - (b) to and continues to meet minimum technical requirements that ACMA determines from time to time.
- 9.3 You must ensure that your equipment and the equipment supplier complies with the ACMA’s data terminal equipment permit requirements issued from time to time.
- 9.4 You must give us accurate equipment configurations so we can set up the Cloud Direct Connect service with compatible configurations. If you don’t do this, you must pay all reasonable expenses we reasonably incur in connection with identifying any fault and reconfiguring your Cloud Direct Connect service. We can confirm these expenses on request.

Your liability to us for equipment

- 9.5 You must pay all reasonable costs and expenses we reasonably incur in replacing or repairing our equipment or other property that is damaged, destroyed or requires attention at any time because of:
- (a) connecting your or another person’s equipment to our network; or
 - (b) any change to your or another person’s equipment or interference by it with any of our property.

What equipment comes with your ethernet and optical connection?

- 9.6 We install equipment at your site as part of your ethernet and optical connection. Title in the equipment stays with us at all times.
- 9.7 In relation to our equipment, you must at all times, take proper care of it and ensure:
- (a) it's not damaged, destroyed, lost or stolen, or modified (except by us); and
 - (b) its operating environment is maintained as we require from time to time, including in relation to operating voltage, humidity and temperature.
- 9.8 You must pay all reasonable costs we reasonably incur in connection with repairing, modifying, or altering our equipment, where we need to do so because of your equipment or anything you, or a party acting on your behalf (other than us), has done.
- 9.9 If a Cloud Direct Connect service expires or is terminated, we may at our choice, collect our equipment. If we do this, you must ensure that we have prompt access to any site for this collection. You must also give us all reasonable help with ask for with that collection.
- 9.10 If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our equipment.

Where's the NTU located for ethernet and optical connections?

- 9.11 The standard location for our NTU at your site is the building communications room or the Main Distribution Frame room (“**MDF Room**”), where this exists. We deliver the Cloud Direct Connect service to this location.
- 9.12 You can ask to have a NTU provisioned on your own floor (for example, in your own communications room) or a place other than the building communications room. If we agree to your request, you must pay us the additional cabling charges, which we can confirm on request.
- 9.13 If there's a suitable NTU to provide the Cloud Direct Connect service in the communications room or MDF Room at your site, you can still ask us to terminate the Cloud Direct Connect service on a NTU located in another place at your site. If you ask us to do this, you must do so at the time you order the relevant Cloud Direct Connect service. If we agree to your request, additional charges apply, which we can confirm on request.
- 9.14 You can ask us to supply and provide the following at your cost:
- (a) diverse access links;
 - (b) cable upgrades from the Property Entry Point to the Building Entry Point via trenching supplied by you or us;
 - (c) alternate or diverse cable entry point to building;
 - (d) additional service commissioning tests; or
 - (e) any other work specifically requested on your site.

10 What are the Cloud Direct Connect charges?

Charges depend on your location

- 10.1 The Cloud Direct Connect charges are in your separate agreement with us or are quoted on request. These include installation and configuration charges, monthly rental charges and other charges.
- 10.2 Your Cloud Direct Connect charges depend on the service zone or area advised to you when you apply for the service, and from time to time.
- 10.3 Your connection charges cover connection to our network and connection of your property (i.e. install and test cabling from the Building Entry Point to Network Boundary).

Cabling charges

- 10.4 We charge you to supply and install cabling to your site beyond our Network Boundary. We can confirm these charges on request.

Network extension charges

- 10.5 If your Property Entry Point is over 500 metres from the nearest part of our existing network that is used to connect your Cloud Direct Connect service, additional charges apply. We can confirm these charges on request.

Service extension charges

- 10.6 A charge applies (which we can confirm on request) for installing alternative cabling if you occupy premises for which our Network Boundary is a main distribution frame (“MDF”) and:
- (a) there’s no suitable cabling system capacity at the site to extend cabling from the MDF to the location you request; or
 - (b) you don’t want your service connected through the MDF.

Indoor removal and miscellaneous works

- 10.7 Additional charges apply for any indoor removal of your service. We can confirm these charges on request.

ACT Government Utilities Tax Charge

- 10.8 For ACT customers: If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to any other fees or charges set out in this section or in your separate agreement with us. See the General Terms of Our Customer Terms for Small Business or Corporate customers at http://www.telstra.com.au/customerterms/bus_government.htm (and any other contractual arrangements you may have with us), whichever is applicable.

11 What you must do

- 11.1 You must at all times and at your own cost:
- (a) ensure our personnel are in a safe working environment when on your premises;
 - (b) ensure your maintenance contact agreed with us (or their replacement as notified by you) is available for us to contact 24 hours a day, each day of the year;
 - (c) give us all reasonable assistance, cooperation, access, information, materials and facilities as we request from time to time in connection with us performing our obligations under this section or working at your site;
 - (d) obtain all third party consents needed for us to use the facilities, sites and any materials requested by us to perform the Cloud Direct Connect service;
 - (e) give us floor plans showing power distribution and agreed equipment placement;
 - (f) provide us with a secure and lockable storage area for our equipment during installation and commissioning of the Cloud Direct Connect service; and
 - (g) ensure that we or our representatives are the only ones that carry out connections and disconnections to your Cloud Direct Connect service and our equipment.
- 11.2 You're responsible for the operation and maintenance of the patch cables, attenuators or other devices connecting your equipment to our equipment.
- 11.3 If you don't meet any of your obligations under this section:
- (a) we get an extension of time to reasonably reflect the effects of your failure; and
 - (b) you must promptly pay us any reasonable costs we reasonably incur from the failure, including costs associated with down time and re-scheduling of resources (calculated on our then current time and material rates).

12 Minimum term and termination

What is the Cloud Direct Connect service's minimum term?

- 12.1 You must take each Cloud Direct Connect service for at least:
- (a) 12 months when you use an ethernet and optical connection; or
 - (b) 1 month when you use an IP Networking Service,
- or such other period set out in your separate agreement with us ("**Minimum Term**").

When we terminate

- 12.2 We may immediately terminate your Cloud Direct Connect service by telling you if:

- (a) we can't enter a site to inspect, repair or maintain our equipment after giving you reasonable prior written notice;
- (b) you don't promptly rectify any defect or inadequacy in any equipment (which we don't maintain), needed for the Cloud Direct Connect service, within a reasonable period of us telling you about it; or
- (c) you vacate a site.

What occurs if your Cloud Direct Connect service is terminated?

- 12.3 If you terminate a Cloud Direct Connect service before it's provisioned, you must pay us all reasonable costs we reasonably incur in provisioning that service. We can confirm these costs on request.
- 12.4 An early termination fee also applies if, before the end of its applicable Minimum Term:
- (a) you terminate a Cloud Direct Connect service, except where the termination is due to our material breach; or
 - (b) we terminate a Cloud Direct Connect service due to your material breach.
- 12.5 The early termination fee is an amount 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 calculated as 85% of $A \times B$ where:
- A** is the average charges paid or payable each month for the relevant Cloud Direct Connect service and any other service or feature under this section, up to the date of termination.
- B** is the number of months (or part of a month) from the date of termination until the end of the applicable Minimum Term.
- 12.6 You acknowledge that this is a genuine pre-estimate of our loss.

13 Service Assurance

What's the availability target for your connection?

- 13.1 We aim to meet the following availability targets, measured over a 12 month period:

Availability target	
Ethernet and optical connection	99.9%
IP Networking Service	99.95%

Fault reporting and repair

- 13.2 As part of the Cloud Direct Connect service, we provide a 24 hours a day, 7 days a week:

- (a) fault reporting service for you to tell us about service faults with your Cloud Direct Connect service; and
- (b) maintenance and repair service for faults with your Cloud Direct Connect service.

13.3 Your monthly bandwidth access charge includes maintenance up to our Network Boundary and, where applicable, of the NTU only. Maintenance of any cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.

Target response and repair times

13.4 Our target response and repair times only apply to service faults within our maintenance responsibilities.

13.5 We aim to respond to you within one hour of you telling us about a fault with your service. You receive a response from us once we start identifying the fault.

13.6 We aim to repair your service to full working order within 12 hours of you telling us about the fault.

13.7 For your target response and repair times, we add 1 Business Day for rural sites and 2 Business days for remote sites. We can confirm on request if your site is rural or remote.

Temporary and emergency repairs

13.8 Sometimes, we do temporary repairs so you can use the Cloud Direct Connect service before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.

13.9 We prioritise repairing major faults that affect several customers. If a major fault occurs, we may not meet our targets to you for repairing the Cloud Direct Connect service.

Faults you or interference cause

13.10 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we're not responsible if we don't meet our obligations in relation to the Cloud Direct Connect service for incidents or faults caused or contributed to by the following ("**Third Party Faults**"):

- (a) except to the extent caused or contributed to by our (or our contractors') negligence or breach of Our Customer Terms,
 - (i) you or a third party, including your failure or a third party's failure to maintain appropriate or reasonable power, temperature or other environmental conditions in respect of any equipment used to support the Cloud Direct Connect service;
 - (ii) the cutting of cable or fibre which affects the Cloud Direct Connect service;

- (iii) equipment we didn't supply as part of the Cloud Direct Connect service; or
 - (iv) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or
 - (b) 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).
- 13.11 If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.

Service appointment times

- 13.12 We'll arrange with you, appointment times for restoring or repairing faults. You mustn't unreasonably refuse our appointment time requests.

Planned outages

- 13.13 Where reasonably practical, we'll give you advance notice of planned outages, where we think the outage will cause significant interruption to your Cloud Direct Connect service.
- 13.14 However, if we reasonably think that an urgent outage is needed (including to fix critical problems), we try to notify you of the outage as soon as reasonably practicable.

14 Other work we do for you

- 14.1 The standard network connection charge for service activation includes work performed during Business Hours.
- 14.2 Additional charges apply for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract. We can confirm these additional charges on request.

15 Special meanings

- 15.1 The following words have the following special meanings:

Building Entry Point is the point where cable crosses or goes through the perimeter of your building.

Business Day means Monday to Friday (excluding public holidays).

Business Hours are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).

IP Networking Service has the meaning set out in Part B of the IP Solutions section of Our Customer terms.

Our Customer Terms

Cloud Direct Connect section

Network Boundary means the boundary determined under section 22 of the Telecommunications Act 1997.

NTU means Network Termination Unit and is a Telstra network device.

Property Entry Point means the point where the cable or optic fibre enters your property.