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Standard Restoration and SLA Premium



Certain words are used with the specific meanings set out on page 12 and in the General Terms of Our Customer Terms.

1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Standard Restoration and SLA Premium section of Our Customer Terms. This applies for customers who signed up for a standard or enhanced Restoration service on or after 8 July 2022.
- 1.2 <u>The General Terms of Our Customer Terms</u> 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 Standard Restoration and SLA Premium section, then this Standard Restoration and SLA Premium section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this Standard Restoration and SLA Premium section gives us the right to suspend or terminate all or part of your service, that right is in addition to our rights to suspend or terminate your service under the General Terms.

2 STANDARD RESTORATION AND SLA PREMIUM

What is Standard Restoration?

2.1 The Standard Restoration service levels are indicative timeframes for the restoration of your service following a fault in your product or service. Standard Restoration is included with your product or service.

What is SLA Premium?

- 2.2 SLA Premium is a range of enhanced coverage periods and restoration service levels which you can apply for at an additional cost.
- 2.3 Any application for an SLA Premium service level is subject to feasibility and our approval. We will notify you if your application is successful.

Eligibility

2.4 If you acquire an eligible product together with an eligible access service as listed in the tables below then you may apply for an end-to-end SLA Premium service level for both the eligible product and the underlying access service which form the solution.





- 2.5 If you have selected Managed Data Networks as your eligible product, you will not be eligible for a selected SLA Premium service level unless your selected Managed Data Networks equipment maintenance restoration service level as described in the Managed Data Networks section of Our Customer Terms has an equal to or better Restoration Target as access service level you have selected under the SLA Premium.
- 2.6 If you have a Fully Redundant service, if redundancy only is lost, the standard restoration target to restore redundancy is Business Plus.

Telstra's Support Zones

2.7 Our support locations are based on population density. The zone where the work is to be performed (**Support Zone**) will determine the expected completion time of Restoration activities.

Support Zone	Population size		
Urban	greater than 10,000		
Major Rural	between 2,500 and 10,000		
Minor Rural	between 200 and 2,500		
Remote	less than 200		

- 2.8 Unless otherwise agreed with you, where a service has one end in a different area (e.g. urban area, rural area or remote area) to the other end, or where the fault occurs in a different area traversed by the service, the service will be classed according to the area which provides the longer Restoration Target.
- 2.9 We will tell you at the time that you apply for the Standard Restoration service level or the SLA Premium service level whether your site or sites where the service level applies is located in an Urban area, a Rural area or a Remote area.
- 2.10 Our SLA Premium service levels are not available in a Remote or Minor Rural area.

Minimum commitment

- 2.11 The minimum term for your SLA Premium service level is 12 months (except Telstra Business Broadband on nbn™ Premium Connectivity Packages which do not have a minimum term). If you cancel an SLA Premium service level before the end of the minimum term, you may be required to pay an early termination charge which is equal to 35% of your remaining monthly charges.
- 2.12 You can ask us to upgrade your SLA Premium service level to a faster Restoration Target. We will not charge you an early termination fee if we agree to upgrade your SLA Premium service level during your minimum term. However, the minimum term for your SLA Premium service level will re-start from the date that you upgrade it.





Service level exclusions - Restoration

- 2.13 Our restoration service levels do not apply where the Restoration Target is affected by:
 - (a) any hours during the Response Target or Restoration Target which are outside the Coverage Period
 - (b) a fault with your product or service that is caused by you;
 - (c) except to the extent caused by us or our subcontractors:
 - (i) the cutting of cable or fibre which is needed to provide your product or service;
 - (ii) interference or damage to our equipment or network by you or by a third party;
 - (iii) a fault beyond our network boundary point or with your equipment (unless we have specifically agreed in writing to support these things). Without limiting the foregoing, FTTN and FTTB (VDSL) devices not registered with nbn will not be supported on, or eligible for, SLA Premium;
 - (d) you not giving us sufficient and timely access to your premises and equipment so that we can carry out the repair or restoration; or
 - (e) any other cause beyond our reasonable control (including, but not limited to, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, determination of the Australian Competition and Consumer Commission, determination of any court of law or any such similar event).

Faults caused by you

2.14 If you ask us to restore your product or service and you have caused the fault (or the fault is caused by someone using your product or service) we may charge you our reasonable costs incurred in identifying, examining and rectifying those faults.

3 RESTORATION TARGETS AND PRICING

Telstra and nbn™ Access Services

This table represents the default and enhanced assurance targets for access services underpinning the following products:

Adaptive Networks	Private Networks	Ethernet	Internet	Managed Networks
BIP Adapt	Business IP		Telstra Internet Direct	MDN
TID Premium Adapt			Telstra Internet Lite	MUN



TID Lite Adapt	Telstra Business Broadband
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Standard Restoration and SLA Premium

Service Level Options:	End of Next Business Day	Extended Business Hours	Business Plus	Express 4	Express 4 Plus
Urban Response Target:	8 hours	2 hours	60 minutes	30 minutes	30 minutes
Urban Restoration Target:	EoNBD	12 hours	12 hours	4 hours	4 hours
Coverage Period:	8am-5pm Mon- Fri	7am-9pm Mon- Sun	24x7	7am-9pm Mon- Sun	24x7
Rural Support Zone:	location. If we a		3rd Party transpor	e accessible by road tation to attend ar ss Days	
Remote Support Zone:	Urban Restoration Target PLUS 2 Business Days where accessible by road from an Urba location. If we are required to use 3rd Party transportation to attend a Remote location then our Restoration Target will be 5 Business Days				
ACCESS TECHNOLOGY TYPES		Mon	thly Charge (ex	GST)	
Adaptive Networks Telstra Fibre ¹ (ordered before 8 December 2023)			Included	\$40.00	\$75.00
Adaptive Networks Telstra Fibre ¹ (ordered on or after 8 December 2023)			Included		\$90.00
Adaptive Networks Telstra Fibre (TID Lite Adapt)		Included	\$200.00		
IPMAN/Ethernet MAN ¹ (ordered before 8 December 2023)			Included	\$40.00	\$75.00
IPMAN/Ethernet MAN ¹ (ordered on or after 8 December 2023)			Included		\$90.00
IPMAN/Ethernet MAN (TID Lite)		Included	\$200.00		
Adaptive Networks nbn™ Enterprise Ethernet (ordered before 8 December 2023)			Included		\$110.00
Adaptive Networks nbn™ Enterprise Ethernet (ordered on or after 8 December 2023)			Included		\$90.00

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Adaptive Networks nbn™ Enterprise Ethernet (TID Lite Adapt)	Included	\$200.00		
Direct Fibre over nbn™ (ordered before 8 December 2023)		Included		\$110.00
Direct Fibre over nbn™ (ordered on or after 8 December 2023)		Included		\$90.00
Adaptive Networks nbn™ TC2	Included	\$60.00	\$60.00	\$110.00
Adaptive Networks nbn™ Smart Places TC2	Included	\$60.00		
Ethernet over nbn™	Included	\$60.00	\$60.00	\$110.00
Ethernet over nbn™ (TID)	Included			

Adaptive Networks nbn™ TC4 (FTTP, FTTN, FTTB, FTTC)	Included	\$23.00	\$60.00	\$60.00	\$110.00
Adaptive Networks nbn™ Smart Places TC4	Included	\$23.00	\$60.00		
Adaptive Networks nbn™ TC4 (HFC and Fixed Wireless)	Included				
Business IP (BIP) Broadband over nbn™ (FTTP, FTTN, FTTB, FTTC)	Included	\$23.00	\$60.00	\$60.00	\$110.00
Telstra Business Broadband on the nbn™ Additional Packs ³	Included		\$60.00		
Business IP (BIP) Broadband over nbn™ (HFC and Fixed Wireless)	Included				

¹ Adaptive Networks Telstra Fibre and IPMAN/Ethernet MAN includes Single Uplink, Dual Access & Fully Redundant configurations

Telstra Optical Access Services

Service Level Options:	Business Plus	Express 8 Plus	Express 6 Plus
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² SLA Premium Service Levels are only available to Telstra Enterprise customers

³ Formerly known as Premium Connectivity Packs



Urban Response Target:	60 minutes	30 minutes	30 minutes	
Urban Restoration Target:	12 hours	8 hours	6 hours	
Coverage Period:	24x7	24x7	24x7	
Rural Support Zone:	Urban Restoration Target PLUS 1 Business Day where accessible by road from an Urba location. If we are required to use 3rd Party transportation to attend an off-shore location, then our Restoration Target will be 5 Business Days			
Remote Support Zone:	Urban Restoration Target PLUS 2 Business Days where accessible by road from an Urban location. If we are required to use 3rd Party transportation to attend a Remote location, then our Restoration Target will be 5 Business Days.			
ACCESS TECHNOLOGY TYPES	Monthly Charge (ex GST)			
Telstra Wavelength Service (TWS) ¹		Included	\$500.00	
OpticWave	Included	\$55.00		

¹ TWS Express 6+ is only available in Sydney, Melbourne, Canberra, Brisbane & Adelaide metropolitan areas for the following protection types: Bronze, Platinum & Platinum Plus

Connect IP on Telstra and nbn™ Access Services

Service Level Options:	End of Next Business Day	Extended Business Hours	Business Plus	Express 4	Express 4 Plus
Urban Response Target:	8 hours	2 hours	60 minutes	30 minutes	30 minutes
Urban Restoration Target:	EoNBD	12 hours	12 hours	4 hours	4 hours
Coverage Period:	8am-5pm Mon- Fri	7am-9pm Mon- Sun	24x7	7am-9pm Mon- Sun	24x7
Rural Support Zone:	Urban Restoration Target PLUS 1 Business Day where accessible by road from an Urban location.				



Remote Support Zone:	Urban Restoration Target PLUS 2 Business Days where accessible by road from an Urban location. If we are required to use 3rd Party transportation to attend a Remote location, then our Restoration Target will be 5 Business Days.				
ACCESS TECHNOLOGY TYPES	Monthly Charge (ex GST)				
IPMAN/Ethernet MAN 1			Included	\$40.00	\$60.00
Direct Fibre over nbn™			Included		\$130.00
Ethernet over nbn™		Included	\$80.00		\$130.00
Business Broadband over nbn™ (FTTP, FTTN, FTTB, FTTC)	Included	\$43.00	\$80.00		\$130.00

¹ IPMAN/Ethernet MAN includes Single Uplink, Dual Access & Fully Redundant configurations





Voice Access Platforms

Service Level Options:	Extended Business Hours	Business Plus
Response Target:	2 hours	60 minutes
Restoration Target:	12 hours	12 hours
Coverage Period:	7am-9pm Mon-Sat	24x7
	Monthly Charge (ex GST)	
SIP Connect ¹		Included
Inbound 1300 1800	Included	
IVR	Included	

¹ We do not provide service levels for any aspect of the SIP Connect service used over an Internet Access Service.

4 RESTORATION REBATES

Restoration rebate eligibility criteria

- 4.1 For all products and services, except for Managed Data Networks and Business Broadband, if we fail to restore your product or service by the applicable Restoration Target (depending on the service level that you select), you will be eligible for a rebate provided that you meet the following eligibility criteria:
 - (a) you give us accurate and timely information that we need to restore your product or service;
 - you give us sufficient and timely access to your premises and equipment so that we can attempt to restore your product or service; and
 - (c) you have not been provided with a reasonably sufficient work-around solution which enables you to continue to use your product or service within the relevant restoration period.
- 4.2 For Managed Data Networks you are only eligible for a rebate, if we fail to restore your product or service by the applicable Restoration Target (depending on the service level that you select),
 - (a) on either the monthly access rental charge for access faults with the selected access service or the monthly service charge/monthly service tier charge (as applicable) if we fail to meet a Priority Level 1 or 2 fault as described in the Managed Data Networks section of Our Customer Terms; and
 - (b) provided that you meet the following eligibility criteria in clause 4.1 above.

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4.3 No Standard Restoration or SLA Premium rebates apply for Telstra ADSL Business Broadband or Telstra Business Broadband on nbn™.

Restoration rebates

- 4.4 If we fail to restore your product or service by the applicable Restoration Target (depending on the service level that you select), you will be eligible for a rebate provided that you have not been provided with a reasonably sufficient work-around solution which enables you to continue to use your product or service within the relevant restoration period.
- 4.5 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, in order to receive a rebate for a restoration service level, you must apply to us for that rebate within two months of our failure to meet the applicable service level.
- 4.6 To apply for a rebate, you must complete a rebate application form (we can provide this to you on request) and return the form to your relevant Telstra representative.
- 4.7 We will let you know whether we agree that you are eligible for a rebate. If you are eligible for a rebate, it will be calculated as follows:

Restoration service level	Rebate for affected product(s) or service(s)
Standard restoration service level	For MDN service, 20% of your access service fee or monthly service tier charge/monthly service charge (as applicable) per complete hour beyond the Restoration Target and capped at 100% of your monthly access or monthly management fee per month (whichever is applicable).
	For all other services (excluding Telstra ADSL Business Broadband, Telstra Business Broadband on nbn™, Telstra Business Broadband on nbn™ Premium Connectivity Packages and TWS), 20% of your monthly access fee per complete hour beyond the Restoration Target and capped at 100% of your monthly access fee per month
SLA Premium service level	For MDN service, 20% of your access service fee or monthly service tier charge/monthly service charge (as applicable) per complete hour beyond the Restoration Target and capped at 100% of your monthly access or monthly management fee per month (whichever is applicable).
	For all other services whether on Telstra's network or the nbn™ (excluding TWS), 20% of your monthly access fee per complete hour beyond the Restoration Target, capped at 100% of your monthly access fee per month PLUS 50% of the monthly charge you pay for your SLA Premium service level, capped at 100% of your monthly charge for your SLA Premium service level for all faults

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- 4.8 Once we have accepted your application for a rebate, we will apply a credit to one of your next two bills.
- 4.9 The monthly fee applicable in calculating the cap for a month is the monthly fee for the month in which we failed to meet the service level.
- 4.10 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, the applicable rebate above is your sole remedy for us failing to meet the applicable service level.

5 SPECIAL MEANINGS

5.1 The following words have the following meanings:

Business Day means a day other than a Saturday, Sunday or a Public Holiday.

Coverage Period means the coverage period for the service and as set out in the table in clause 3. The Coverage Period depends upon the service assurance level and method of access that applies to that service.

End of Next Business Day or **EONBD** means Restoration Target of any one of:

- (a) for non nbn™ products once the fault is registered in our systems then restoration will be completed prior to 5pm on the next Business Day; OR
- (b) for nbn products where the fault is reported to us before 1pm on a Business Day, then restoration will be completed prior to 5pm on the next Business Day. Where the fault is reported to us between 1pm and midnight on a Business Day, one (1) Business Day must be added to the restoration targets.

Network Boundary Point or **NBP** has the same meaning as in:

- (a) Part A General Terms of the Basic Telephone Section of our Customer Terms for Telstra services (excluding Telstra services on nbn^{tm}); and
- (b) the Services on the nbn[™] section of Our Customer Terms for Telstra services on nbn[™].

Public Holiday means the applicable public holidays in Australia in locations where the work will be performed.

Response Targets means the period commencing when a valid service fault report is received by us and ending when we tell you that work has commenced to identify the cause of the fault.

Restoration Targets means the period commencing when a valid service fault report is received by us and we have entered all the required



information from you in our systems and a fault number is generated and ending on the first to occur of:

- (a) the service is returned to full working order; or
- (b) a temporary repair is performed which allows the service to be used.

Support Zone has the meaning given in clause 2.7.