

OUR CUSTOMER TERMS M2M VPN SOLUTION

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M2M VPN SOLUTION

1 M2M VPN SOLUTION

What is the M2M VPN Solution?

- 1.1 The M2M VPN Solution is an Internet Protocol Virtual Private Network (IP VPN) that, when connected with an Eligible Connection Solution or M2M VPN IP Sec Access Service, allows you to connect to your Telstra Wireless M2M services so you can exchange data and information between your machine to machine equipment.

Availability

From 28 February 2023 the M2M VPN Solution is no longer available to purchase by new customers.

- 1.2 To be eligible for an M2M VPN Solution, you must have and maintain:
- (a) an ABN, ACN or ARBN;
 - (b) a Telstra Wireless M2M service; and
 - (c) an Eligible Connection Solution or M2M VPN IP Sec Access Service.
- 1.3 The M2M VPN Solution is not available to Telstra Wholesale customers or for resale.
- 1.4 If you do not meet our credit requirements, we may not supply you with a M2M VPN Solution. We will tell you if this happens.

Minimum commitment

- 1.5 You must take the M2M VPN Solution for a minimum term of at least 24 months.
- 1.6 If you are connecting your M2M VPN Solution with an M2M VPN IP Sec Access service, the term of the M2M VPN Solution and M2M VPN IP Sec Access service must be the same as your Telstra Wireless M2M service.

Your responsibilities

- 1.7 It is your responsibility to choose, supply, configure and maintain your own facilities and equipment (at your expense).
- 1.8 You must determine which of our points of presence to connect to, where you have a choice. It is your responsibility to check whether there are new points of presence available from time to time.
- 1.9 We do not have to tell you that new points of presence are available or that connecting to a different point of presence would save you money.
- 1.10 You are responsible for the purposes for which you use the M2M VPN Solution and any equipment as well as the security of any equipment. You are also responsible for the content and security of any data or information you send or receive using the Internet.

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- 1.11 Depending on the type of radius authentication method you are using you may need to provide certain information to us for us to be able to provision the M2M VPN Solution to you. You must advise us of the type of radius authentication method you are using at the time you purchase the M2M VPN Solution, and immediately of any changes to the type of radius authentication method you use with the M2M VPN Solution while you have the service. You can use Telstra Managed Radius with the M2M VPN Solution.

Use of M2M VPN Solution and Suspending or Terminating Your Service

- 1.12 The M2M VPN Solution is only to be used with your Telstra Wireless M2M service.
- 1.13 If you use your M2M VPN Solution for any service other than your Telstra Wireless M2M Service, we may terminate:
- (a) your M2M VPN Solution; and
 - (b) if your connection option is an M2M VPN IP Sec Access service, your M2M VPN IP Sec

Access service and charge you the Early Termination Charges ("ETCs") set out below.

- 1.14 If your connection to the M2M VPN Solution is through an Eligible Connection Solution and you no longer have an Eligible Connection Solution, then we may terminate your M2M VPN Solution.
- 1.15 If you or we terminate your Telstra Wireless M2M service, then your M2M VPN Solution will automatically terminate.
- 1.16 Without limiting our rights or remedies, we may suspend the provision of the M2M VPN Solution to you at any time where you materially breach these terms and do not remedying a breach of these terms within 14 days of us advising you of the breach.
- 1.17 If one of our third party suppliers suspends or terminates a service we rely on to provide your M2M VPN Solution, Telstra Wireless M2M service or Telstra Wireless M2M Control Centre, then we may suspend or terminate your service and we may transfer you to a reasonably comparable alternative service after giving you at least 30 days prior notice or, if that is not possible, as much notice as is reasonably possible in the circumstances. If we transfer you to a reasonably comparable alternative service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.
- 1.18 If we suspend or terminate an M2M VPN Solution for any reason, then you are responsible for making all necessary configuration changes to your servers and network and to inform your Internet service provider of the need to reroute inbound email and web traffic.

Inconsistency

- 1.19 If the M2M VPN Solution section is inconsistent with something in another section of

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Our Customer Terms, the M2M VPN Solution section applies instead of the other section of Our Customer Terms to the extent of the inconsistency.

Coverage and device support

- 1.20 The M2M VPN Solution will only support packet data.
- 1.21 For optimum performance on our networks, we recommend you use a device that has been tested and certified by Telstra ("**approved device**") and use it in accordance with:
 - (a) our guidelines for that device (if any), available at <http://www.telstra.com.au/business-enterprise/download/document/business-enterprise-m2m-device-certification.pdf> (or any other website advised by us from time to time); and
 - (b) any user guides issued by the manufacturer or supplier of that device.
- 1.22 If you wish to use your own unapproved device, or alter an approved device after we have supplied it, we provide no guarantee that the device will be compatible with our networks and we are unable to provide support for any such device.
- 1.23 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, although we will use reasonable care and skill in providing the M2M VPN Solution, your devices may experience drop-outs from time to time due to the nature of mobile networks.

M2M VPN Solution

- 1.24 The M2M VPN Solution consists of:
 - (a) 1 Standard M2M VPN network set-up;
 - (b) 1 dedicated Access Point Name ("APN"); and
 - (c) 1 IP Wireless Port.
- 1.25 The Standard M2M VPN network setup consists of the network design and configuration of your IP VPN and the setup of the Wireless network access into the IP VPN.
- 1.26 The Standard M2M VPN solution uses Dynamic IP Addressing.
- 1.27 If you use the Telstra Wireless M2M Control Centre, you can also subscribe to Static IP Addressing, which can be used with the Standard or Secure SIM Radius Authentication provided the by Telstra Wireless M2M Control Centre. You may specify the Static IP address range that you would like to use for your services and if available Telstra will automatically allocate Static IP addresses from that range.
- 1.28 We will provide you with an IP Wireless Port, on the terms set out in the IP Solutions – IP Networking Services section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/data-services/ip->

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solutions and your agreement with us.

- 1.29 The dedicated APN provides you with an enhanced level of GPRS authentication. We will provide you with a dedicated APN that is specific to your IP Wireless port.

Charges

- 1.30 We will charge you the following for the M2M VPN Solution:

- (a) A one-off connection charge for connecting a new M2M VPN Solution, which includes:
- i. x Standard M2M VPN Solution network set-up; and
 - ii. dedicated APN build;
 - iii. 1 x IP Wireless Port; and

Connection charge (GST exclusive)
\$ 2,727.27

- (b) no connection charge for the first dedicated APN that you obtain from us to use with the M2M VPN Solution; and
- (c) a connection charge for each additional dedicated APN, to a maximum of 4 additional APNs available, as set out in the IP Solutions – Value Added Services section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/data-services/ip-solutions> and our agreement with you; and
- (d) a Monthly Port Charge for the IP Wireless Port as set out in the IP Solutions – IP Network Services section of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/data-services/ip-solutions> and our agreement with you.

Eligible Connection Solution

- 1.31 For dedicated site access to the M2M VPN Solution you may connect:

- (a) by purchasing a new Data Service connection that we approve for use with the M2M VPN Solution; or
- (b) using any other connection method that we approve from time to time for use with the M2M VPN Solution.

(an “**Eligible Connection Solution**”)

- 1.32 In addition to the terms (including pricing) for the M2M VPN Solution set out above, if you connect to the M2M VPN Solution via one of the Eligible Connection Solutions, we will provide you with that connection method on the relevant terms (including

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pricing) as set out in Our Customer Terms. In relation to the Data Services, on the terms set out in Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/data-services> and our agreement with you.

2 M2M VPN IP SEC ACCESS SERVICE

What is the M2M VPN IP SEC Access service?

- 2.1 The M2M VPN IP Sec Access Service is an encrypted connection over the public internet between an IP Wireless port and your IP VPN through an M2M VPN IP Access tunnel.
- 2.2 The M2M VPN IP Sec Access service provides an encryption capability but does not include a managed security service.
- 2.3 To be eligible for an M2M VPN IP Sec Access service, you must have and maintain:
 - (a) an ABN, ACN or ARBN;
 - (b) a connection to a public internet service;
 - (c) a compatible configured router;
 - (d) a M2M VPN Solution; and
 - (e) a Telstra Wireless M2M service.
- 2.4 The M2M VPN IP Sec Access service is not available to Telstra Wholesale customers or for resale.
- 2.5 If you connect to the M2M VPN Solution via our M2M VPN IP Sec Access service, you may only transfer information and data between your eligible machine-to-machine electronic devices. You must not access the internet via the M2M VPN IP Access tunnel. If you do access the internet via M2M VPN IP Access tunnel we may terminate your M2M VPN IP Sec Access service and charge you the Early Termination Charges set out below.
- 2.6 Certain types or models of router may not be compatible with the M2M VPN IP Sec Access service. We will let you know which types and models of router are compatible with the M2M VPN IP Sec Access service at the time you apply for the M2M VPN IP Sec Access service.
- 2.7 The number of remote routers accessing your M2M VPN IP Sec Access service simultaneously cannot exceed the number of M2M VPN IP Access tunnels you have.

M2M VPN IP Sec Access service

- 2.8 The M2M VPN IP Sec Access service consists of an:
 - (a) M2M VPN IP Access tunnel setup; and

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(b) M2M VPN IP Access tunnel.

2.9 The M2M VPN IP Access tunnel setup consists of the configuration of the tunnel termination into your IP VPN.

2.10 The M2M VPN IP Access tunnel has a bandwidth of 2Mbps.

Contract term

2.11 You can only take the M2M VPN IP Sec Access service for a contract period of:

- (a) 24 months;
- (b) 36 months; or
- (c) 60 months.

Charges

2.12 We will charge you the following for the M2M VPN IP Sec Access service:

(a) one-off connection charge for connecting a new M2M VPN IP Sec Access service, which includes:

1 x M2M VPN IP Access tunnel setup; and;

Connection charge (GST exclusive)
\$ 309.09

(b) A monthly charge for the first M2M VPN IP Access tunnel connected; and

Term	monthly charge for first M2M VPN IP Access tunnel (GST exclusive)
24 months	\$454.55
36 months	\$400
60 months	\$363.64

(c) For each additional M2M VPN Access tunnel that you acquire from us we will charge you the following monthly charge:

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Term	monthly charge for each additional M2M VPN IP Access tunnel (GST exclusive)
24 months	\$90.91
36 months	\$72.73
60 months	\$45.45

Terminating your services – Early Termination Charges (“ETC”)

2.13 We may charge you an ETC if:

- (a) you or we terminate the M2M VPN IP Sec Access service before the end of the term (other than for our material breach); or
- (b) you or we terminate your M2M VPN Solution or your Telstra Wireless M2M Solution;

and the ETC will 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 in accordance with the following formula:

ETC payable (GST exclusive) = (A + B) x number of months left in term of M2M VPN Internet Secure service / number of months in term of M2M VPN Internet Secure service

Where: **A** = is the amount set out in the below table for the first tunnel, with the relevant amount based on the term of your M2M VPN IP SEC Access service

B = is the amount set out in the below table per each additional tunnel you have, with the relevant amount based on the term of your M2M VPN Internet Secure service. The full amount of B is the total number of additional tunnels you have.

First M2M VPN IP Access tunnel - Term	A (GST Excl.)
24 months	\$9,163.64
36 months	\$12,272.73
60 months	\$18,000.00

Per additional M2M VPN IP Access tunnel - Term	B (GST Excl.)
24 months	\$1,527.27
36 months	\$1,832.73

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60 months	\$1,909.09
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You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.