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

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## 1 About the Telstra IP Telephony section

### Our Customer Terms

- 1.1 This is the Telstra IP Telephony 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 the Telstra IP Telephony section, then the Telstra IP Telephony section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Telstra IP Telephony 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.

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## 2 Telstra IP Telephony

### What is Telstra IP Telephony?

- 2.1 The Telstra IP Telephony service is a scalable, open standards based solution that allows you to make and receive voice telephone calls and video calls using our underlying access networks. To be able to make and received video calls you must have compatible equipment which is capable of making and receiving video calls.
- 2.2 In order for us to provide the Telstra IP Telephony service to you, you must have a compatible Enterprise Access Service or Business Access Service provided by us or an Internet Access Service (each an **Eligible Access Service**). You must provide us with such details about your Eligible Access Service as we request.
- 2.3 The list of Eligible Access Services is as follows:

Category	Eligible Access Services
Enterprise Access Services	Business IP Ethernet Business IP Ethernet over nbn™ (FTTP, FTTN & FTTB)**

	<p>Business IP Frame Relay</p> <p>Business IP Ethernet Lite</p> <p>Connect IP Ethernet</p> <p>Connect IP Ethernet over nbn™ (FTTP, FTTN &amp; FTTB)**</p> <p>Connect IP Frame Relay</p> <p>Connect IP Ethernet Lite</p> <p>IP MAN (or Government Wideband IP - GWIP)</p>
Business Access Services	<p>Telstra Connect IP ADSL</p> <p>Telstra Connect IP Broadband (NBN) (FTTP, FTTN, FTTB &amp; Fixed Wireless)**</p> <p>Telstra Connect IP Mobile Primary</p> <p>Telstra Business IP ADSL</p> <p>Telstra Business IP Broadband (NBN) (FTTP, FTTN, FTTB &amp; Fixed Wireless)**</p> <p>Iterra IP</p>
Internet Access Services	<p>Any internet access service provided by us (such as Telstra Internet Direct or Telstra Business Broadband) or by a third party.</p>

\*\* Only available where NBN is available

- 2.4 If you are acquiring your Telstra IP Telephony service as a small business customer, you should be aware that whilst we do not guarantee or provide warranties in relation to certain aspects of the service, we will provide your Telstra IP Telephony service with reasonable care and skill. Nothing in this section of Our Customer Terms affects your rights under consumer protection laws or the Australian Consumer Law provisions in the General Terms of Our Customer Terms.
- 2.5 You have to choose, obtain and maintain your Eligible Access Service separately. The charges and terms for your Eligible Access Service are separate from and in addition to the charges and terms for your Telstra IP Telephony service.

### Eligibility

- 2.6 If you select an Enterprise Access Service or Business Access Service, you must pre-select Telstra to provide your local, national, international and fixed-to-mobile

voice services in order to be eligible for Telstra IP Telephony. This does not apply to Telstra IP Telephony over an Internet Access Service without a Telstra IPVPN.

- 2.7 The Telstra IP Telephony service is not available to Telstra Wholesale customers or for resale. You cannot re-supply the Telstra IP Telephony service to a third party.

### Features

- 2.8 We will provide to you the following as part of your Telstra IP Telephony service:
- (a) an optional Enterprise dial plan taking into account your sites and users, which we will assist you to design;
  - (b) the feature packages that you select at the time you apply for your Telstra IP Telephony service and are described in your application form or agreement with us;
  - (c) guidelines to assist you in designing and configuring your Telstra IP Telephony service;
  - (d) a help desk to report problems with your Telstra IP Telephony service; and
  - (e) a user identification and password for a person you nominate as the group administrator for your Telstra IP Telephony service.
- 2.9 As part of your Telstra IP Telephony service we will also provide to you the functionality to enable you to allow users of your Telstra IP Telephony service to make voice and video calls to other users of Telstra IP Telephony service within your Enterprise .
- 2.10 When we refer to the “Telstra IP Telephony service” in this Telstra IP Telephony section of Our Customer Terms, we are also referring to the block or blocks of numbers allocated for your use with the Telstra IP Telephony service unless we state that an obligation or right applies to individual numbers within the number blocks.

### New Telephone numbers

- 2.11 If applicable we will provide telephone numbers to use with your Telstra IP Telephony service:
- (a) in a single Block or multiple Blocks of 100 contiguous numbers; or
  - (b) if you have transferred or ported in a block of less than 100 numbers under clauses 2.12(a) or 2.37(e) - in sufficient numbers to make your existing numbers into a Block of 100 contiguous numbers. This is subject to the relevant numbers being available and us assessing whether it is technically feasible. Other than as specified in this clause 2.11(b) we will not provide

telephone numbers in blocks of less than 100 contiguous numbers for use with the Telstra IP Telephony service.

### **Transferring telephone numbers from an existing Telstra service**

2.12 If you want to cancel an existing Telstra service to take up the Telstra IP Telephony service and you want to keep your current numbers:

- (a) you can transfer your Block or Blocks of 100 contiguous numbers; or
- (b) if you are transferring from CustomNet and currently have a block of less than 100 contiguous numbers - you can transfer your block or blocks of 10 contiguous numbers, or you can transfer your single numbers or blocks of single contiguous numbers; or
- (c) and you are transferring from PSTN, ISDN2, Digital Office Technology or TBiz Voice, you may be able to transfer your single numbers or blocks of single contiguous numbers,

to your Telstra IP Telephony service. This is subject to us assessing whether it is technically feasible. We will not accept transfers of blocks of less than 100 contiguous numbers for use with the Telstra IP Telephony service other than in accordance with clause 2.12(b) and 2.12(c).

### **Working services**

- 2.13 You are not required to have working services on all of these numbers, the remainder can be left vacant for use at a later date. We will not charge you for those numbers which do not have a working service.
- 2.14 You cannot reduce the size of any number Block to less than 100 telephone numbers by cancelling a proportion of your numbers. You can increase or decrease the number of working services within your number block allocations. We can vary the numbers in accordance with any national regulatory policy on numbering.
- 2.15 You can apply to share numbers within a Block of 100 contiguous numbers across one or more sites in blocks of 10 contiguous numbers. Sharing numbers across sites is only allowed where the sites are within one exchange service area. This is subject to us assessing whether it is technically feasible.

### **Outages**

- 2.16 If you transfer your existing telephone service to your Telstra IP Telephony service, you may experience outages to your existing service during the transfer process.
- 2.17 From time-to-time, we may need to implement planned outages to your Telstra IP Telephony service for maintenance and upgrade purposes. We will provide you with as much notice as possible before commencing any transfer or planned outages

and will aim to cause as little impact as possible to your Telstra IP Telephony service when we do.

### **Devices**

- 2.18 You must choose Telstra accredited devices to work with your Telstra IP Telephony service. For a list of the most current and accredited devices for your service, please contact your Telstra account manager.

### **Feature Packages**

- 2.19 For each working service in your Telstra IP Telephony service at each site you must choose a Regular Feature Package. You may also choose one or more Optional User Feature Packages and Group Feature Packages for each working service in your Telstra IP Telephony service. For a list of the most current feature packs available for your Telstra IP Telephony service, the features they contain, and the prices for these features, please refer to your application form or agreement with us.
- 2.20 You may apply for additional feature packages or change an existing feature package at any time and we will charge you an adds, moves and changes fee. We will advise you of the adds, moves and changes fee when you ask us to make a change to your Telstra IP Telephony service.
- 2.21 If you wish to cancel a feature package, the date of cancellation will be the date we receive notification of the cancellation from you in writing and early termination charges may apply.

### **Minimum commitment**

- 2.22 You must have your Telstra IP Telephony service for a minimum term of 12 months.
- 2.23 Your Telstra IP Telephony service starts when we first supply any part of your Telstra IP Telephony service to you and will continue for a term that you agree with us.
- 2.24 After the agreed term, unless you provide us with 30 days notice prior to expiry of your minimum term, your Telstra IP Telephony service will continue on a month-to-month basis. Telstra shall endeavour to give you reasonable notice of such an opportunity to opt-out before your Telstra IP Telephony service automatically renews.

### **Changing your Telstra IP Telephony service**

- 2.25 If you request any changes to your Telstra IP Telephony service, we will charge you an adds, moves and changes fee. We will advise you of the adds, moves and changes fee when you ask us to make a change to your Telstra IP Telephony service.

### **Cancelling your Telstra IP Telephony service**

- 2.26 If either your Telstra IP Telephony service or your Eligible Access Service is cancelled (for any reason), the other service is not cancelled automatically. You have to cancel it yourself separately.
- 2.27 In addition to any other rights of cancellation we may have, we may cancel your Telstra IP Telephony service (or any part of it) at any time after the agreed term of your service by telling you in writing one month beforehand.
- 2.28 In addition to any other rights of cancellation you may have, you can cancel your Telstra IP Telephony service after the agreed term by telling us in writing one month beforehand.

### **Early Termination Charge**

- 2.29 You may be required to pay us an early termination charge if, before the end of the agreed term:
- (a) you cancel your Telstra IP Telephony service (when we are not in breach);
  - (b) you cancel one or more feature packages; or
  - (c) we cancel your Telstra IP Telephony service because you are in breach of these terms (if you are a small business customer we will only cancel your Telstra IP Telephony service if you are in material breach of these terms).
- 2.30 The early termination charge 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 equal to 30% of the monthly service charges for your cancelled Feature Packages or Telstra IP Telephony Service (as applicable) in respect of the month in which you cancel them, multiplied by the number of months (or part thereof) remaining until the end of the agreed term.
- 2.31 If you cancel some or all of your Telstra IP Telephony services, you will need to separately cancel other services that you may use in conjunction with those Telstra IP Telephony services.

### **Intellectual property rights**

- 2.32 If we prepare any documents in relation to any part of your Telstra IP Telephony service, then all Intellectual Property Rights connected with the design and those documents, including any network diagrams, management of IP addresses and equipment configurations, remain with us at all times, and all information relating to documents becomes our confidential information.



- 2.33 We allow you to use, reproduce and modify the documents or other materials you receive as part of your Telstra IP Telephony service (including in relation to any equipment you rent or purchase from us or optional services you obtain from us) only while you receive the service and only for the purpose of using the service and meeting your obligations under Our Customer Terms.
- 2.34 You allow us to use, reproduce and modify (and allow us to allow anyone else to do the same), anywhere in the world any materials you provide to us in connection with your Telstra IP Telephony service for any purpose connected to the provision of your Telstra IP Telephony service.
- 2.35 You and we warrant to each other that our use of any materials provided by the other in relation to your Telstra IP Telephony service will not infringe any other person's Intellectual Property Rights in those materials or be a misuse of any person's confidential information.

### **Local Number Portability**

- 2.36 Local Number Portability is available as an option for customers who want to change their phone company and keep their existing telephone number. This process is known as porting. Telstra IP Telephony customers are able to port out numbers from Telstra to another provider, or port in numbers from another provider to Telstra subject to the requirements of this section.
- 2.37 The following limitations apply to Local Number Portability for Telstra IP Telephony.
- (a) Your Telstra IP Telephony group and all telephone numbers within your Telstra IP Telephony group must be ported out at the same time. Numbers cannot be ported out in blocks of less than 100 contiguous numbers.
  - (b) Partial number ranges within your Telstra IP Telephony group may be ported out if the services are re-organised into separate groups before porting and the fragment to be ported is organised into a minimum size of 100 contiguous telephone numbers. Re-organisation of the numbers within your Telstra IP Telephony group is subject to us assessing whether it is technically feasible.
  - (c) Re-organisation of the numbers within your Telstra IP Telephony group before porting requires reprogramming of your data group in Telstra IP Telephony by Telstra. Fee-for-service charges apply to programming work we do for you. Our fee-for-service charges are set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms.
  - (d) Subject to clause 2.37(e), if you wish to port in telephone numbers from another provider to Telstra for use with your Telstra IP Telephony service, the numbers must be ported in a single Block or multiple Blocks of 100

contiguous numbers. We will not accept ports in of blocks of less than 100 contiguous numbers for use with the Telstra IP Telephony service.

- (e) Numbers used in connection with a rebilled or ported CustomNet service (whether from Telstra or another provider) may be ported in a block of less than 100 contiguous telephone numbers for use with your Telstra IP Telephony service. Such numbers may be ported in a single block or multiple blocks of 100 contiguous numbers, single block or multiple blocks of 10 contiguous numbers, or single numbers or groups of single numbers.
- (f) We may require authorisation from you, in a form approved by us, before we allow you to port in telephone numbers to your Telstra IP Telephony service. We may also require additional information from you to allow us to port telephone numbers to your Telstra IP Telephony service, including information which validates your right to port the telephone numbers.

2.38 We charge you the following administrative charge if you wish to use Local Number Portability to port out a Telstra IP Telephony group to another provider:

<b>Local Number Portability administration charge</b>	<b>GST excl.</b>
Batch charge for the first 100 numbers	<b>\$763.64</b>
Charge for each additional 100 numbers	<b>\$352.00</b>

2.39 We will not charge you to use Local Number Portability to port in telephone numbers to your Telstra IP Telephony service from other providers. You should check with the other provider for any charges and terms which apply to porting of your number from that provider.

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## 3 Using Telstra IP Telephony

### Your obligations

3.1 You must:

- (a) not disclose or transfer any user identification details that we provide you for your Telstra IP Telephony service;
- (b) comply with our reasonable directions regarding the use and access of your Telstra IP Telephony service;
- (c) not transfer your Telstra IP Telephony service to another site without our written consent;

- (d) provide us with reasonable assistance so that we can provide your Telstra IP Telephony service; and
- (e) comply with guidelines that we notify you from time to time.

3.2 If you ask us, we may assist you to:

- (a) administer certain aspects of your Telstra IP Telephony service; and
- (b) design and configure your network and related equipment to use and access your Telstra IP Telephony service.

You are responsible for undertaking the tasks in (a) and (b) above if we do not agree to assist you.

### **Security and backup**

3.3 You are responsible for:

- (a) the security and privacy of your Telstra IP Telephony service and equipment, including maintaining the integrity and security of the voice portal system used with your Telstra IP Telephony service (by, for example, regularly changing, and not giving unauthorised access to, the access codes and PINs for your voice portal); and
- (b) maintaining sufficient back-up configuration data for your Telstra IP Telephony service.

3.4 You must take steps to prevent unauthorised access to your Telstra IP Telephony service and equipment including:

- (a) by not disclosing security credentials (such as user names and passwords);
- (b) varying any default passwords provided to you,

related to your Telstra IP telephony service and equipment (except as required by the service).

3.5 You acknowledge that we may change aspects of the service that we provide to you when installing, configuring, managing, or support your Telstra IP Telephony service. Such changes may include (but not be limited to) issuing new authentication credentials.

### **Additional work**

3.6 If you request us to perform work that we are not required to do as part of the Telstra IP Telephony service, and we are able to perform that work, we may charge you an additional fee which we will tell you when you make the request.

### Using Telstra IP Telephony service over a Business Access Service or Internet Access Service

#### 3.7 You acknowledge and agree:

- (a) to get the best out of the Telstra IP Telephony service we recommend use of an Enterprise Access Service being a fixed service such as IP MAN, Ethernet Lite (BDSL), Frame Relay or as defined in clause 2.3 of this section of Our Customer Terms. As Enterprise Access Services are not available or appropriate at all customer locations, you may request your Telstra IP Telephony to be provided over a Business Access Service or an Internet Access Service. The list of eligible Business Access Services and Internet Access Services is in clause 2.3 of this section of Our Customer Terms. Provisions relating to Business Access Services in Our Customer Terms will apply.
- (b) When Telstra IP Telephony is provided over a Business Access Service or Internet Access Service, the voice and video quality of a call can be reduced as the service may be impacted by:
  - (i) Packet loss;
  - (ii) Variable delay; and
  - (iii) Variable data throughput rates,
- (c) The Telstra IP Telephony service will not work if there is an interruption to your underlying Eligible Access Service and as a result you may be unable to dial emergency services numbers such as 000. A Telstra IP Telephony service over a Business Access Service or Internet Access Service is not suitable for people with life threatening medical conditions that require priority assistance.
- (d) when using the Telstra IP Telephony service over an Internet Access Service:
  - (i) we recommend that your Internet Access Service provides a minimum of 100Kbps uncontended bandwidth per voice line in each direction to improve your voice quality; and
  - (ii) the call quality experience will be dependent on the amount of the minimum data bandwidth available to you at the time of use. Internet bandwidth can vary greatly and this may affect the quality of your experience. Quality issues over an affected internet or mobile data connection may come in the form of a temporarily broken up or pixelated video picture, garbled voice quality, or possibly a dropped call. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do

not make any guarantees about the quality of your Telstra IP Telephony service experience when used over the Internet or mobile data network.

3.8 The following additional technical requirements and restrictions apply to Telstra IP Telephony services provided over a Business Access Service or Internet Access Service:

- (a) Due to the adaptive nature and lack of DCoS support on High Speed ADSL, a Service Qualification and speed test confirming minimum 512k uplink and downlink speed must be performed before your Telstra IP Telephony service is deployed.
- (b) We recommend using G.711 codec at an ADSL or Mobile site due to its greater tolerance to packet loss.
- (c) A maximum of 5 Telstra IP Telephony devices and feature packages are permitted at an ADSL site. The Telstra IP Telephony call capacity group limit will be set at no more than 3. This means that the maximum number of concurrent Telstra IP Telephony calls at a site based on ADSL is 3. Each handset requires ~7Kbps for registration purposes.
- (d) We will advise you of the equipment that is and is not available for use from time to time with Telstra IP Telephony over an Internet Access Service.
- (e) The TIPT Shared Call Appearance feature is not available at ADSL or Mobile sites.

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## 4 Equipment

### Choosing Equipment

- 4.1 You must have certain compatible equipment that is approved by us, to be able to use your Telstra IP Telephony service. You can rent or purchase equipment from us or you can use your own compatible equipment. A list of compatible equipment for use with your Telstra IP Telephony service is set out in your application form or separate agreement with us.
- 4.2 If you rent or purchase equipment from us or use your own compatible equipment after 8 June 2011 you acknowledge that the equipment that you use with your Telstra IP Telephony service may, during the term of your agreement with us:
- (a) become end of life; or

- (b) no longer be compatible with the Telstra IP Telephony service if we change the technology we use to provide your Telstra IP Telephony service.

We will provide you with reasonable notice if your equipment will no longer be compatible with our Telstra IP Telephony service.

### **Rent or purchase equipment from us**

- 4.3 If you rent or purchase equipment from us we will configure the equipment to ensure it can be used for your Telstra IP Telephony service. We will charge you a fee if we configure your equipment, which is set out in your application form or separate agreement with us.
- 4.4 If you cancel an order for equipment after we have ordered it for you from our supplier but before delivery, in addition to any other rights we may have, you must pay us for the equipment that has been ordered.

### **Use your own equipment**

- 4.5 If you use your own equipment for your Telstra IP Telephony service, you will need to provide us with all the information we require (which we will notify you) to provision your service.
- 4.6 If you use your own equipment, you are responsible for configuring your own equipment to ensure it can be used for your Telstra IP Telephony service, unless you ask us, and we agree, to configure it for you. The equipment types must be listed in the accredited equipment list in clause 2.18. We will charge you an additional fee if we configure your equipment, which we will notify you of at that time.

### **Additional Items of Equipment**

- 4.7 We are not able to provide some additional items of equipment that you may need to use with the equipment you rent or purchase from us. We will notify you of those additional items (including the brands and models of those items that will be compatible with your Telstra IP Telephony service) at the time you apply for equipment from us. You agree:
  - (a) that we are not responsible for any loss you suffer as a result of purchasing or using additional items of equipment of which we notify you; and
  - (b) that you will look to the manufacturer or supplier of the additional items of equipment for any warranty, indemnity or support services for those items.

### **General equipment terms**

- 4.8 The following table sets out the general terms that apply to the equipment for your Telstra IP Telephony service.

# Our Customer Terms

## Telstra IP Telephony section

Item	Applicable term
Delivery	We will deliver equipment that you rent or purchase from us (as applicable) to your nominated site.
Risk	The risk of rental and purchased equipment passes to you on delivery.
Title	<p>The title in rental equipment remains with us. You must not attempt to sell, dispose or encumber the title in the rental equipment.</p> <p>The title of purchased equipment passes to you after you have paid us in full for that equipment.</p> <p>If we arrange to finance with a third party the rental equipment we have supplied you, you agree to pay to the third party the charges for your rental equipment if we ask you to.</p>
Warranties	<p>You agree that you will inspect and be satisfied with your equipment before accepting it. You should not rely on any warranties or representations we may have made as to the condition or quality of the equipment.</p> <p>You may have certain statutory rights in relation the equipment, despite the fact that we obtain equipment from a third party. However, even if such right are not applicable to you, if you ask us to, we will assist you to obtain the benefit of any warranties provided by the manufacturer for the equipment that you rent or purchase from us.</p>
Restriction on use	You must only use your rental or purchased equipment for your Telstra IP Telephony service and in accordance with our reasonable directions.
Adjustments to equipment	You must not alter, modify, adjust, repair or service equipment that you rent or purchase from us, or allow anyone other than us or a person authorised by us, to do those things. You must not remove, cover, alter or otherwise tamper with any labels that are affixed to equipment purchased or rented from us, for the purpose of identifying the equipment, any equipment warranty or our service coverage.
Relocation of equipment	<p>You must not relocate your equipment (whether or not the equipment is equipment we have supplied you) without obtaining our consent. Moving your equipment may cause problems with your Telstra IP Telephony service such as incorrect call details being presented to emergency services. You agree to indemnify us against any liability we incur and that arises naturally (that is, according to the usual course of things) as a result any claim against us in connection with any incorrect call details being presented to emergency services because you have moved your equipment, except to the extent the claim is caused or contributed to by us. We will take reasonable steps to mitigate our liability incurred in connection with incorrect call details being presented to emergency services because you have moved your equipment.</p> <p>If you move your equipment without telling us, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you will be responsible for any loss that you suffer and you should be aware that we may not be able to meet any service assurance obligations that apply to your equipment as a result of you moving your equipment.</p>

### Minimum term for rental equipment

- 4.9 If you choose to rent equipment from us for your Telstra IP Telephony service, you must rent the equipment and pay the agreed rent to us for a minimum term of 36 months.
- 4.10 If you wish to cancel your rental arrangement (for any reason, other than for our breach of Our Customer Terms) or we cancel your rental equipment for your breach under Our Customer Terms before the end of the agreed term you will be required to pay us an early termination charge.
- 4.11 If you took up your Telstra IP Telephony service on or before 14 September 2020, the early termination charge is an amount equal to 80% of the remainder of the monthly rental instalments for the rest of your agreed term.
- 4.12 If you took up your Telstra IP Telephony service on or after 15 September 2020, the early termination charge 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 equal to 100% of the monthly rental instalments for the rest of your agreed term. You acknowledge that the above early termination charges are a genuine pre-estimate of the loss we are likely to suffer.
- 4.13 Upon expiration of the initial rental term for handsets, you may request to buy out those eligible handsets for a single administration fee. This administration fee will be on a TIPT site basis and will apply regardless of the number of handsets being bought out. Once you purchase the handset, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will no longer guarantee the maintenance of that handset. For example, you will be fully responsible if a handset must be replaced or upgraded.

Handset Buyout administration charge	GST excl.
Charge per TIPT Group/Site	\$250

- 4.14 If you refresh your devices at any time after the initial term, you must choose a device from the then current range at the then current rate.

### Standard of rental equipment

- 4.15 You must keep the rental equipment in good order and repair and in accordance with the relevant supplier's specifications. On reasonable notice, you must allow us to inspect the rental equipment to ensure that it is being kept in good order and repair.



### **Replacement, alterations, modifications and addition of parts**

- 4.16 You must notify us if any part of the rental equipment is destroyed, damaged, lost or stolen. We will decide whether the part needs to be replaced and if we replace it, you agree to pay us any reasonable expenses that we incur to replace it. All replacement parts must be approved by us and be of at least equal value and quality to the part that is being replaced. You agree that we will own all replacement parts.
- 4.17 You must not modify rental equipment, which includes not removing any original or replaced part of the rental equipment.
- 4.18 You may remove any part of the rental equipment which you have added to it, provided that:
- (a) the new part is an addition to (and not a replacement part for) the rental equipment we originally provided you; and
  - (b) you do not cause any damage to the rental equipment or reduce its use or value by removing the part.
- 4.19 If you have not removed any part which you have added to the rental equipment during the agreed term by the end of that term, that part will become part of the rental equipment at that time.

### **Insurance**

- 4.20 Unless you otherwise agree with us, you must:
- (a) insure the rental equipment (and keep it insured for the term of your rental arrangement with us) against loss, fire, accident, theft and damage for an amount equal to the equipment purchase price; and
  - (b) keep us insured against any liability we may incur for your equipment in our name as the owner of your equipment.
- 4.21 You must choose a reputable insurer for the insurance and not do anything that may prejudice the insurance.
- 4.22 We will credit any proceeds we receive from the insurance towards any early termination charges you are required to pay as a result of your rental equipment being cancelled because it becomes lost, stolen, destroyed or so damaged that we do not believe it is practical to repair.

### **Adding and cancelling equipment**

- 4.23 You may purchase or rent additional equipment from us.
- 4.24 If you have obtained maintenance services for your existing purchased equipment, then you must obtain maintenance services for any new purchased equipment.

- 4.25 We may cancel your rental equipment immediately if:
- (a) you do not comply with any of your obligations in relation to the insurance for your rental equipment;
  - (b) you:
    - (i) do not keep the rental equipment in good order and repair or allow us to inspect (on reasonable notice) whether it is being kept in good order and repair; or
    - (ii) attempt to sell, dispose of or encumber the title in your rental equipment; or
  - (c) the rental equipment is or becomes lost, stolen, destroyed or so damaged that we do not believe it is practical to repair.
- 4.26 We may cancel your rental equipment if you materially breach any of your obligations in respect of your rental equipment (other than breaches of obligations for which we may cancel your rental equipment immediately) and you do not rectify the breach within 14 days of us asking you to do so.
- 4.27 If your rental equipment is cancelled other than for our breach or you do not pay us the relevant charges for your purchased equipment when they are due, you must:
- (a) deliver the rental or purchased equipment (as applicable) back to us in good working order and condition (at your expense) within 14 days of the cancellation or due date for payment (as applicable) to any place in Australia that we may reasonably notify you; and
  - (b) if applicable, immediately pay to us any applicable early termination charge.

### **Recovering equipment**

- 4.28 If you do not return to us rental or purchased equipment in accordance with this section of Our Customer Terms, then you agree:
- (a) that we, or a third party, may enter any of your premises where we believe the equipment is located and re-take possession of the equipment; and
  - (b) to pay us any reasonable expenses we incur as a result of re-taking possession of the equipment.

### **Installing your equipment**

- 4.29 If you:

- (a) ask us to install equipment that you have purchased or rented for your Telstra IP Telephony service; or
  - (b) purchase or rent equipment for your Telstra IP Telephony DECT service,
- we will install the equipment at your nominated site. We will charge you a fee for installation, which we will notify you at the time you apply for your equipment.

4.30 We may charge you additional fees if you ask us to install equipment outside Business Hours.

4.31 The installation services do not include:

- (a) patching of equipment to the existing cabling infrastructure;
- (b) the provision of any rack (rack unit) or supporting structure to house the equipment;
- (c) any cabling;
- (d) any MAN, WAN or LAN cabling or upgrades to your equipment; or
- (e) any network rationalisation, upgrade or conditioning (such as QoS, PoE, VLAN or network redesign).

4.32 If we install any additional rental or purchased equipment you obtain from us, then you agree to pay us the relevant installation charges for that equipment in addition to any charges you paid us to install your existing equipment. Details of installation charges are set out in your application form or your separate agreement with us.

4.33 You may choose to install Telstra IP Telephony equipment yourself, in which case charges for Telstra installation will not apply. Charges for Service Setup and Configuration apply in all cases.

4.34 If you initially choose to install Telstra IP Telephony equipment yourself, and experience issues with the installation, you may request Telstra to attend the site to install the service. Standard Fee for Service charges will apply.

### **Preparing your site for installation**

4.35 You must ensure that you prepare your premises in accordance with our instructions so that we can deliver and install the equipment. You must also provide us (and any third parties assisting us) with reasonable assistance to install the equipment, including allowing us (and any third parties assisting us) to access your site on reasonable notice to install your equipment.

4.36 We will tell you when we have completed the installation of your equipment. We may test the equipment following installation to check that it is working correctly

and you agree to provide us with reasonable assistance to allow us to carry out such testing.

4.37 We may charge you additional fees to fix problems with your equipment that we do not cause and which occur during installation.

4.38 If you wish to use the Telstra IP Telephony DECT service, we may need to undertake a survey of each site at which you wish to use a Telstra IP Telephony DECT service. You agree to pay a charge for each site survey, which we will notify you of at the time you apply for your Telstra IP Telephony DECT service.

### **Configuration server**

4.39 We will provide you with access to our configuration server on which we will store configuration files for your equipment.

### **Customer integration workshop**

4.40 You can ask us to provide a customer integration workshop, which is a high-level workshop to assist you with the installation of your equipment. You agree to pay a charge for the customer integration workshop, which we will notify you at the time you apply for your equipment. We may choose to conduct customer integration workshops by telephone if your site is small or not in a Metro Area. You agree to pay us an additional charge for the customer integration workshop if we conduct the customer integration workshop at your premises and it is outside a Metro Area.

### **Training**

4.41 You can ask us to provide you with training at your premises for the rental or purchased equipment and you agree to pay the relevant charge for training if we provide it to you. You agree to pay us an additional charge for training if your premises are outside a Metro Area.

### **Maintaining your equipment**

4.42 If you purchase Telstra IP Telephony equipment from us (including Telstra IP Telephony DECT equipment), you will receive maintenance for that equipment from us at no additional charge depending on the equipment type purchased, after the date you purchase the equipment, provided you continue your Telstra IP Telephony service during that time. You can also elect to acquire maintenance for your purchased equipment after the initial period for a fee, provided you continue to have a Telstra IP Telephony service. We will tell you this fee at the time you make the election.

### **Maintenance services**

4.43 If you acquired your Telstra IP Telephony equipment from us before 8 June 2011, the maintenance services include:

- (a) a help desk for you to report any faults with the equipment; and
- (b) supplying replacement equipment within 3 days of you notifying us that the equipment is faulty, provided that we are reasonably satisfied that the equipment is faulty and the fault was not caused by you; and
- (c) receiving faulty equipment from you.

4.44 If you acquired your Telstra IP Telephony equipment from us on or after 8 June 2011, the maintenance services include:

- (a) a help desk for you to report any faults with the equipment; and
- (b) supplying replacement equipment within 3 business days of you notifying us that the equipment is faulty, provided that we are reasonably satisfied that the equipment is faulty and the fault was not caused by you; and
- (c) receiving faulty equipment from you.

4.45 You are responsible for paying any costs associated with sending us faulty rental equipment or faulty purchased equipment still under the hardware warranty agreement which you send to us for the purpose of the maintenance service and any damage or loss to the equipment that occurs while it is being sent to us.

4.46 Any equipment that has been returned to us becomes our property at the time we provide you with replacement equipment for it.

### **Non-faulty equipment**

4.47 If our testing and examination determines that there is no fault with the equipment you have returned to us or the fault is as a result of your act or omission then we may charge you our reasonable costs incurred in identifying, examining and rectifying any faults with the equipment.

4.48 If you do not obtain maintenance for your equipment, then the standard manufacturer warranty applies in respect of your equipment. If you are a consumer as defined in the Australian Consumer Law, the Private Cloud Service come with guarantees that cannot be excluded under the Australian Consumer Law. The provisions of this clause are in addition to the rights and remedies you may have under the Australian Consumer Law or other laws. For important information regarding your rights under the Australian Consumer Law, see [https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-afull/Warranties\\_Against\\_Defects.pdf](https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-afull/Warranties_Against_Defects.pdf) (or any successor to that site).

### **Maintenance Services and TIPT Over Business Access Services and Internet Access Services**

- 4.49 While we provide maintenance services for Telstra IP Telephony services over Business Access Services and Internet Access Services, our ability to investigate and remedy service issues may be compromised by issues with network connectivity.
- 4.50 We will take reasonable efforts to test and examine your service for faults, however we may not be able to remedy issues caused by underlying network contention or, for Telstra IP Telephony over an Internet Access Service, where the fault is related to a third party network. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you acknowledge that we cannot guarantee our ability assure your TIPT service and equipment over a Business Access Service or Internet Access Service.

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## **5 Headsets**

- 5.1 If you rent or purchase headsets for your Telstra IP Telephony service from us, the Equipment terms in this Telstra IP Telephony section of OCT will apply. We make headsets available for outright purchase from us, rental arrangements are not available for headsets unless otherwise set out in your application form or separate agreement with us.

### **Compatibility**

- 5.2 You must have a Telstra IP Telephony Service to rent or purchase headsets from us.
- 5.3 The headsets can only be used with certain compatible with equipment. You can rent or purchase compatible equipment from us or you can use your own compatible equipment. Your account executive can provide you with details of compatible equipment on request.
- 5.4 We recommend that a compatible noise limiting amplifier for acoustic protection is used in conjunction with your headset.

### **Installation and Maintenance and Support Service**

- 5.5 You are responsible for installation and configuration of the headsets.
- 5.6 You acknowledge that we acquire the headsets from a third party supplier. You must contact the third party supplier of the headset directly for any support for your headsets (including installation support). The Telstra IP Telephony Help Desk will not provide support for your headsets. We will provide you with a help desk number to reach the third party supplier directly for you to seek assistance in relation to your headset.

- 5.7 If a headset becomes defective within two years of purchase from us, you must notify the third party supplier and the third party supplier will, on our behalf, repair or replace the headset within a reasonable period of being asked to do so. If you are a consumer as defined in the Australian Consumer Law, the headsets also come with guarantees that cannot be excluded under the Australian Consumer Law and you may contact us directly to make claims under these guarantees. For important information regarding your rights under the Australian Consumer Law, see [https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-a-full/Warranties\\_Against\\_Defects.pdf](https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-a-full/Warranties_Against_Defects.pdf) (or any successor to that site).

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## 6 PBX Connect Tieline

**Not available for new connections or activations on and from 1 September 2010.**

### **What is PBX Connect Tieline?**

- 6.1 PBX Connect Tieline is an optional service that allows you to connect your PBX network to your Telstra IP Telephony service. This will enable you to have a common dial plan between your Telstra IP Telephony service and your PBX network.

### **Availability**

- 6.2 You may obtain PBX Connect Tieline if you have:
- (a) a Managed WAN or Managed Data Network service with us (which has the same service levels as your Telstra IP Telephony service); and
  - (b) a fixed line service.
- 6.3 You will need to meet minimum technical requirements to obtain PBX Connect Tieline. We may need to impose certain restrictions on your PBX Connect Tieline. We will tell you about these restrictions at the time you apply for PBX Connect Tieline.
- 6.4 If you no longer meet the minimum technical requirements, then we may cancel your PBX Connect Tieline. If this happens, you will be responsible for re-configuring your equipment.

### **Your obligations**

- 6.5 If you wish to receive PBX Connect Tieline, you must:
- (a) configure your PBX network in accordance with the directions and guidelines that we provide you;

- (b) configure all elements in your network (except for the network devices for your Managed WAN services);
  - (c) ensure that you complete all tests (including any installation tests) that we request you to do; and
  - (d) notify us if you no longer meet the minimum technical requirements.
- 6.6 If you are not able to meet your obligations, we may not be able to install your PBX Connect Tieline.
- 6.7 Unless you have our consent, you must not change any routing configuration in a network device used with your PBX Connect Tieline. If you ask us to re-configure a network device and your network, then we may charge you an additional charge which we will notify you of at that time.

### Changes to your PBX Connect Tieline

- 6.8 If you ask us to make changes to your PBX Connect Tieline, we may charge you an adds, moves and changes fee. We will advise you of the adds, moves and changes fee when you ask us to make a change to your Telstra IP Telephony service.
- 6.9 If you wish to increase the number of simultaneous calls that can be made or received using your Telstra IP Telephony service, you may need to increase the bandwidth of the connection to your Telstra IP Telephony service (which will be at an additional cost).

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## 7 Telstra IP Telephony client software applications

### Standard desktop client

- 7.1 From 30 November 2017, the Telstra IP Telephony desktop client is no longer available to new customers.
- 7.2 The Telstra IP Telephony desktop client is an integrated desktop client that enables users to control and access certain IP Telephony service functions (“**Standard desktop client**”). The features on the Standard desktop client include the ability to accept other users’ telephone calls, change telephone settings and access user help functions.
- 7.3 The Standard desktop client is available to all of your Telstra IP Telephony users. You must not distribute the Standard desktop client to any other person. If you or your users have a Customised desktop client, you are not able to have a Standard desktop client.
- 7.4 Your users can download the Standard desktop client and we will provide you with details on how to do this. Alternatively, you can locate a copy of the software from



us and distribute the software to your users. You must ensure that the software is only distributed to and used by your users.

- 7.5 We grant you a licence to use the Standard desktop client for internal business purposes including use by your users. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise that the Standard desktop client is always available for download.

### **Telstra IP Telephony thin client**

- 7.6 The Telstra IP Telephony thin client is an integrated web browser client that enables users to control and access certain IP Telephony service functions (“thin client”). The features on the thin client include the ability to act as an call centre agent or supervisor
- 7.7 The thin client is only available to your Telstra IP Telephony users who have the appropriate service packs which are listed in the application form.
- 7.8 We grant you a licence to use the thin client for internal business purposes including use by your users.
- 7.9 Customisation of the thin client by Telstra is not available.

### **Webex for Telstra IP Telephony soft client meeting/collaboration application**

- 7.10 We may make available to you a soft client and meeting/collaboration application for use in connection with you Telstra IP Telephony service.
- 7.11 By using this soft client and meeting/collaboration application you accept the terms of:
- (a) the Cisco End User Licence Agreement (Cisco EULA), a copy of which can be found at <http://www.cisco.com/go/eula>; and
  - (b) the Cisco Privacy Data Sheets for the soft client and meeting/collaboration application, a copy of which can be found at [https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer\\_transparency](https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency)
- 7.12 You agree that:
- (a) =the Cisco EULA governs the relationship between you and Cisco Systems, Inc.
  - (b) acceptance of the above terms is a condition of your use of the Telstra IP Telephony service.

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## 8 Telstra IP Telephony Call Centre

### Service Description

- 8.1 Telstra IP Telephony Call Centre is a hosted call centre system that allows you to handle incoming voice calls for single or multiple sites and across multiple numbers. It enables you to improve customer service and manage inbound calling more efficiently without adding infrastructure.

### Availability

- 8.2 You must have and maintain the minimum system hardware and software specifications for each PC on which you operate either the Call Centre Agent client or Call Centre Supervisor client.
- 8.3 The Call Centre Agent client is available for connection to the Basic Pack, Standard Pack or Executive Pack services.
- 8.4 The Call Centre Supervisor client is only available for connection to a Telstra IP Telephony Executive Pack service.

### Minimum system requirements

- 8.5 There are minimum system hardware and software specifications for customers wanting the Call Centre Agent and Supervisor clients, which are listed in the application form.
- 8.6 We may change the minimum system hardware and software specifications from time to time. The minimum system hardware and software specifications are published by us on the Telstra IP Telephony Portal.
- 8.7 For any new services, you are required to meet the currently applicable minimum system hardware and software specifications.
- 8.8 For existing services, you are not required to upgrade your system to meet updated minimum system hardware and software specifications, but you should be aware that:
- (a) our ability to support your Call Centre Agent client or Call Centre Supervisor client is dependent on you keeping your system operational and up-to-date, and the performance of your service may be affected if you do not upgrade to the updated minimum system requirements published by us from time to time; and
  - (b) you may need to meet updated minimum system requirements if you wish to use a new version of, or an upgrade to, the Call Centre Agent client or Call Centre Supervisor client.

### **Your obligations**

- 8.9 We grant you a licence to use the Call Centre Supervisor client and the Call Centre Agent client for internal business purposes including use by your users.
- 8.10 You are responsible for installing the Call Centre Supervisor desktop client and Call Centre Agent desktop client on your PCs.

### **Changes**

- 8.11 If you ask us to make changes to your Telstra IP Telephony Call Centre service, we will charge you an adds, moves and changes fee. We will advise you of the adds, moves and changes fee when you ask us to make a change to your Telstra IP Telephony service.

### **Limitations**

- 8.12 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not warrant that the software for the Call Centre Supervisor client or the Call Centre Agent client is compatible with each user's PC or defect or error free.

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## **9 Telstra IP Telephony DECT**

### **Service Description**

- 9.1 The Telstra IP Telephony DECT service is a wireless communication solution, based on Digital Enhanced Cordless Telecommunications technology, that allows customers to obtain a Telstra IP Telephony service via integrated wireless handsets.
- 9.2 Your Telstra IP Telephony DECT service will be comprised of a combination of the following components:
- (a) Handsets;
  - (b) Basestations;
  - (c) Repeaters;
  - (d) Codec Modules;
  - (e) Media Resources;
  - (f) User Licences; and
  - (g) Accessories.

### **Telstra IP Telephony DECT Equipment**

- 9.3 If you rent or purchase Telstra IP Telephony DECT equipment from us, the Equipment terms in this Telstra IP Telephony section of OCT will apply to that equipment.

### **Changes**

- 9.4 If you ask us to make changes to your Telstra IP Telephony DECT service, we will charge you an adds, moves and changes fee. We will advise you of the adds, moves and changes fee when you ask us to make a change to your Telstra IP Telephony service.

### **Limitations**

- 9.5 The Telstra IP Telephony DECT service is a wireless service and utilises a radio network (based on Digital Enhanced Cordless Telecommunications technology). You should be aware that the DECT network and any devices used with that network (including Telstra IP Telephony DECT equipment you rent or purchase from us) may experience drop-outs from time to time.
- 9.6 In the event of a Telstra IP Telephony DECT handset fault, you should return your handsets to a repair centre nominated by us for assessment and repairs to be completed. Additional repair charges may apply. Where the repair is not covered by statutory or other warranties, we will advise you of the repair costs when you request the repair.

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## **10 Telstra Business Connect (previously called UC-One)**

### **Service availability and end of support for Telstra Business Connect**

- 10.1 On and from 1 July 2022, Telstra Business Connect is not available to new customers or for new connections or subscriptions for existing customers.
- 10.2 If you are an existing Telstra Business Connect customer on 1 July 2022, then on and from that date you acknowledge and agree that to the extent permitted by applicable law and subject to any right you may have under the Australian Consumer Law:
- (a) we and our third-party service providers will cease to provide maintenance and support for Telstra Business Connect;
  - (b) we do not guarantee or promise that Telstra Business Connect or your use of Telstra Business Connect will be continuous, uninterrupted or fault-free, or that we will be able to resolve any fault associated with Telstra Business Connect; and
  - (c) we will continue to provide you with a Help Desk for your Telstra Business Connect service, which will be available between 8.00 am –

5.00pm (AEST) on business days. However, while we will use reasonable efforts to resolve issues you raise through the Help Desk, we do not guarantee that we will be able to fix or resolve such issues.

### **Service Description**

- 10.3 The Telstra Business Connect application can be deployed on mobile and tablet devices and PC desktop platforms, and enables TIPT users to make and receive voice and video calls and manage TIPT user settings and third party call control.

### **Limitations**

- 10.4 To be able to use the Telstra Business Connect application you must have:
- (a) a compatible:
    - (i) mobile or tablet device with wireless internet connectivity; or
    - (ii) desktop PC with compatible operating system; and
  - (b) an appropriate Eligible Access Service, with a recommended minimum of 512Kbps for video and 100Kbps for voice in both the up and down direction available for each Telstra Business Connect connection;
- 10.5 When using the Telstra Business Connect client, the call quality experience will be dependent on the amount of the minimum data bandwidth available to you at the time of use. Internet bandwidth can vary greatly and this may affect the quality of your experience. Under high data traffic loads the quality is also affected due to data packet losses, variable packet delays and throughput rates. Quality issues over an affected internet or mobile data connection may come in the form of a temporarily broken up or pixelated video picture, garbled voice quality, or possibly a dropped call. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, Telstra doesn't make any guarantees about the quality of your Telstra Business Connect experience when used over the Internet or mobile data network.

### **Service Levels**

- 10.6 You acknowledge that there are no guaranteed service levels for the Telstra Business Connect service.

### **Data Usage charges**

- 10.7 You acknowledge that you will incur data usage charges when you use the Telstra Business Connect application.

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## 11 TIPT App Development Environment

### Service Description

- 11.1 The TIPT App Development Environment is a standards-based Application Programming Interface (**API**) allowing customers and developers to develop applications that can integrate with and enhance the TIPT service.
- 11.2 You may seek access to the TIPT Applications Self-Certification Lab for the purpose of self-certifying your applications. Once we have also approved self-certified applications we will add these applications to the list of compliant applications on the Telstra IP Telephony website
- 11.3 TIPT App Development Environment is available to TIPT customers and 3rd party developers via the public internet and Telstra's IPVPN.
- 11.4 TIPT App Development Environment comprises a three tier application structure as follows:
- (a) Tier 1: Telstra owned, operated and supported applications (for example, Telstra Business Connect);
  - (b) Tier 2: Certified 3rd party applications accredited on our network and supported by our partners (for example, presence applications); and
  - (c) Tier 3: An open tier that permits our customers to develop specific applications to meet their individual needs.

### Limitations

- 11.5 TIPT APIs are available to all TIPT users, however, you must request TIPT Applications Self-Certification Lab access like any developer to self-certify any application. APIs are accessible from the public internet for all existing TIPT users and developers, however, some functions may not be accessible via the public internet.

### Helpdesk

- 11.6 You can use the standard TIPT Help Desk for service difficulties with TIPT applications but not applications developed by third parties.
- 11.7 You must promptly report any service difficulties to the Help Desk and provide us with all the available details to help us investigate the service difficulty.

### Service Levels

- 11.8 We will support TIPT Applications as follows:

- (a) Tier 1 applications will be fully supported;
  - (b) Tier 2 applications will be partially supported as follows: we will not support the application but we will perform basic connectivity checks for the TIPT platform and provide you with details of the App developer; and
  - (c) Tier 3 applications will not be supported.
- 11.9 We will provide only best effort support for the TIPT Applications Self-Certification Lab.

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## 12 Telstra IP Telephony and Microsoft® Office Communications Server Integration and Microsoft Lync Integration

- 12.1 From 30 November 2018, integration between Telstra IP Telephony and Microsoft Office Communications Service or Microsoft Lync 2010 is no longer available to new customers.

### Service Description

- 12.2 The Telstra IP Telephony and Microsoft® Office Communications Server (OCS) Integration feature pack (TIPT-OCS Integration feature pack) or Microsoft Lync 2010 Integration allows you to control your Telstra IP Telephony service using the Microsoft Office Communication Client (MOCC) / Microsoft Lync or other Microsoft applications which support MOCC/Lync extensions (for example, some versions of Microsoft Exchange).

### Availability

- 12.3 The Telstra IP Telephony service does not include Lync, MOCC or OCS/Lync compatible software or software licences, which are available separately from Microsoft.
- 12.4 The TIPT-OCS/Lync Integration feature pack is available for connection to the Basic Pack or Standard Pack and is included in the Executive Pack services.

### Minimum system requirements

- 12.5 The TIPT-OCS/Lync Integration feature pack supports the Office Communication Server 2007, Office Communication Server 2007 R2 and Microsoft Lync 2010 and other software that we notify you of from time to time.
- 12.6 The system requirements are available in our user guides or on the Telstra IP Telephony Portal.

- 12.7 You may need to upgrade your system from time to time to meet the updated minimum system hardware and software specifications. If you do not upgrade your system to meet updated minimum system hardware and software specifications, you should be aware that:
- (a) our ability to support TIPT-OCS/Lync Integration feature pack is dependant on you keeping your system operational and up-to-date, and the performance of your service may be affected if you do not upgrade to the updated minimum system requirements published by us from time to time; and
  - (b) you may need to meet updated minimum system requirements if you wish to use a new version of, or an upgrade to, the TIPT-OCS/Lync Integration feature pack.

### Your obligations

- 12.8 We grant you a licence to use the TIPT-OCS/Lync Integration feature pack for internal business purposes including use by your users.
- 12.9 You are responsible for:
- (a) configuring your OCS environment to communicate correctly with your Telstra IP Telephony services, as per the TIPT-OCS or TIPT-Lync Configuration Guide available from the Telstra IP Telephony Portal;
  - (b) installing any associated MOCC or OCS or Lync compatible software on your PCs; and
  - (c) ongoing support of your OCS/Lync environment.

### Limitations

- 12.10 We do not warrant that the software for TIPT-OCS/Lync Integration feature pack is compatible with each user's PC or defect or error free.
- 12.11 We may make a range of user, configuration and customer integration guides (“**user guides**”) about the TIPT-OCS/Lync Integration feature pack available to you. You acknowledge and agree that:
- (a) any such user guide is a general guide only; and
  - (b) the information within such user guide applies to a general case, which may or may not represent your configuration or use of the TIPT-OCS/Lync Integration feature pack,



and accordingly we do not warrant or represent that the information, in relation to your configuration or use of the TIPT-OCS/Lync Integration feature pack, is accurate, complete or suitable for your particular circumstance.

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### 13 TIPT Virtual Meeting Room Service

TIPT Virtual Meeting Room (VMR) Service is not available for purchase by new customers from 30 April 2023. Existing customers may continue to receive TIPT VMR Services but from 30 August 2023 will no longer be able to add new services, make changes to existing services or recontract existing services. On 30 November, TIPT VMR Services will be withdrawn from the market and no longer be provided to all customers.

#### What is TIPT Virtual Meeting Room Service?

- 13.1 The Telstra IP Telephony Virtual Meeting Room service is an optional user feature package that enables users to make and receive multiparty video and voice calls within your Telstra IP Telephony network and outside your Telstra IP Telephony network to parties on compatible video conferencing services.
- 13.2 Three types of Telstra IP Telephony Virtual Meeting Room are available:
  - (a) Telstra IP Telephony Virtual Meeting Room Small;
  - (b) Telstra IP Telephony Virtual Meeting Room Medium; and
  - (c) Telstra IP Telephony Virtual Meeting Room Large.
- 13.3 For each Telstra IP Telephony Virtual Meeting Room service optional user feature package that you take up we will provide you with a:
  - (a) Meeting Room ID; and
  - (b) Meeting Room PIN.

#### Limitations

- 13.4 You must use the allocated Meeting Room ID, and Meeting Room PIN to establish a multiparty video or voice call using the Telstra IP Telephony Virtual Meeting Room service.
- 13.5 A user must have compatible video equipment to participate in a video call using the Telstra IP Telephony Virtual Meeting Room service.
- 13.6 A Telstra IP Telephony Virtual Meeting Room call is terminated for all participants when the user who entered the Meeting Room PIN ends the call by hanging up the device they have connected with.

- 13.7 You can use the Telstra IP Telephony Virtual Meeting Room Small service to make or receive video and voice calls involving up to 15 participants.
- 13.8 You can use the Telstra IP Telephony Virtual Meeting Room Medium for multiparty video and voice calls involving up to 40 participants.
- 13.9 You can use the Telstra IP Telephony Virtual Meeting Room Large service for multiparty video and voice calls involving up to 250 participants.
- 13.10 It is not possible to dial out from your Telstra IP Telephony Virtual Meeting Room service.
- 13.11 Your Telstra IP Telephony Virtual Meeting Room service is managed via a shared platform whereby multiple customers consume the video bridging resources at any one time. The platform has been designed and is capacity managed to cater for typical calling patterns so that there is capacity available at peak demand times. However, we cannot guarantee that at all times there will be capacity available to complete your conference.
- 13.12 Any calls to the Telstra IP Telephony Virtual Meeting Room service that have a duration exceeding 300 minutes may be automatically disconnected. If your call is terminated there are no restrictions on when you can dial back and create a new call.

### **Charges**

- 13.13 We charge you the monthly charge set out in your application form or separate agreement with us for each Telstra IP Telephony Virtual Meeting Room service optional user feature package that you select. We also charge you the usage charges in accordance with the terms set out below for your use of the Telstra IP Telephony Virtual Meeting Room service.
- 13.14 We do not charge you for Internet calls made from your Telstra IP Telephony Virtual Meeting Room service you may have with us.
- 13.15 We do not charge you for incoming calls made to your Telstra IP Telephony Virtual Meeting Room service you may have with us.

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## **14 Reporting**

- 14.1 Subject to the next clause, the reporting that we provide is aggregate for your Telstra IP Telephone service. We are not able to provide you with reports for individual sites.
- 14.2 We do not provide reporting to you if your Eligible Access Service is a Business Access Service or Internet Access Service.

### Call Centre Reporting

- 14.3 Call Centre Reporting provides real-time and historical reporting for the Telstra IP Telephony Call Centre.

### Limitations

- 14.4 You may only use your reports for the purpose of analysing your Telstra IP Telephony service. You must treat the reports as confidential information and not provide the reports to a third party.
- 14.5 You should use your reporting as a guide only. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise the accuracy of your report.
- 14.6 In the event of an unforeseen outage of the Reporting Server, Call Centre Reporting may not be able to provide historical data for the period of the outage or access to real-time reporting during the outage.
- 14.7 Service Support for Call Centre Reporting is available during business hours. If you report a fault with your Call Centre Reporting Service we aim, but do not guarantee to provide a response time of 24 hours and restoration time of 180 hours.

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## 15 Integrated dial plan

- 15.1 From 15 October 2018, the integrated dial plan is no longer available to new customers.

### What is the Integrated dial plan?

- 15.2 An integrated dial plan is an optional feature which allows your users to make use of short code dialling between your Telstra IP Telephony service and your CustomNet service.
- 15.3 Integrated dial plan is only available if you have a Telstra IP Telephony service:
- (a) with a single virtual private network plan on a single or multiple site; and
  - (b) a CustomNet service with us. Integrated dial plan is not available with Telstra SIP Connect.
- 15.4 If you select to take up integrated dial plan it must be applied across all of your CustomNet and Telstra IP Telephony sites.
- 15.5 If you select to take up integrated dial plan you will not be charged for all calls made between your:

- (a) CustomNet services (including calls made within one of your groups (i.e within the same site);
  - (b) Telstra IP Telephony services; and
  - (c) CustomNet services to Telstra IP Telephony services.
- 15.6 We will notify you of the charges that apply for the integrated dial plan at the time you apply for the service.
- 15.7 CustomNet is provided under the terms and conditions stated in the CustomNet section of Our Customer Terms.

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## 16 Real Time Billing

### What is Real Time Billing?

- 16.1 Real Time Billing information is an optional feature for your Telstra IP Telephony service. Real Time Billing is delivered to your specified URL and includes the calling number, number called and date, time and length of the call (but does not include charges associated with your Enterprise Access Service or Business Access Service).
- 16.2 We aim, but do not guarantee, that we will make your Real Time Billing information available within 60 seconds of the outgoing call being completed.

### Availability

- 16.3 You need to meet the technical requirements for Real Time Billing which are set out in the administration guide for Real Time Billing service that we provide to you on request, as updated from time to time. You will need to follow the instructions in that guide and our reasonable directions to install the Real Time Billing application.
- 16.4 To receive your Real Time Billing information from us, you need to:
- (a) have and maintain a server signed digital certificate;
  - (b) configure your Real Time Billing application to utilise that signed digital certificate;
  - (c) provide us with your self-signed client certificate; and
  - (d) configure your firewalls to allow us to send you Real Time Billing information.

### Your obligations

- 16.5 If you notice a discrepancy in your Real Time Billing information and the actual calls that are being made, you need to notify us immediately on the support numbers in your administration guide so that we can assist in rectifying the issue.
- 16.6 You need to have an appropriate internet connection with suitable capacity to receive your Real Time Billing information from us. If not, you may not receive your Real Time Billing information or it may be delayed.

### Changes

- 16.7 If you ask us to make changes to your Real Time Billing service, we will charge you an adds, moves and changes fee. We will advise you of the adds, moves and changes fee when you ask us to make a change to your Telstra IP Telephony service.

### Limitations

- 16.8 If the information for a call is not able to be delivered to your specified Real Time Billing URL shortly after the call is made, we will continue to attempt to provide the Real Time Billing for the call for up to 25 hours after which the information for the call will be lost and we will be unable to provide any Real Time Billing information for the call.
- 16.9 From time to time, the Real Time Billing delivery service may experience an outage. During an outage, we will not be able to provide you with your Real Time Billing information. However, we will use our best endeavours to store information for the calls that are made during the outage and send this to you at the completion of the outage.
- 16.10 You should use the information received from your Real Time Billing service as a guide only. The Real Time Billing service does not replace any information we provide to you for our billing purposes.

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## 17 Music on Hold

- 17.1 Music On Hold is an optional group service that allows the group administrator to set up an audio source (music, advertising) that can be broadcast to calling parties who have been put on hold.
- 17.2 You are solely responsible for all content (data, recordings, music, advertising or information) (Content) accessible via your Telstra IP Telephony services, and for arrangements with any third parties to access the Content. For example, you will need to:

- (a) obtain all consents, approvals, licences and permissions required for use of the Content as part of your Telstra IP Telephony services, including but not limited to any licences required for music, such as any required by the Australasian Performing Right Association, the Australasian Mechanical Copyright Owners' Society, the Phonographic Performance Company of Australia or any record label; and
  - (b) ensure that the Content is up-to-date, not misleading, not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe the rights of, or duties owed to, any person whether arising under statute, common law or otherwise and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.
- 17.3 We are not required to review or edit the Content you provide to us. However, if we choose to do so, we can delete or require you to delete any information that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).
- 17.4 You grant us a non-exclusive, royalty-free licence to use, disclose, reproduce and modify any Content you provide to us for the purpose of providing your Telstra IP Telephony services.

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## 18 Charges

### Charges to be notified

- 18.1 We will notify you of the charges for your Telstra IP Telephony service, and any equipment or optional services you obtain from us with that service, at the time you apply for your service and equipment (if applicable).

### Charges for Outgoing Calls

- 18.2 Subject to clause 16.3, the charges for any outgoing calls from your Enterprise that you make from your Telstra IP Telephony service are, depending on your eligibility:
- (a) the BusinessLine Complete charges set out in [the Basic Telephone Service section](#) of Our Customer Terms and the ISDN section of Our Customer Terms; or
  - (b) the charges set out in any separate agreement you have with us.
- 18.3 On-Net Calls are not chargeable and will not be itemised on your Telstra monthly invoice. This includes calls to your Telstra IP Telephony Virtual Meeting Room service.

- 18.4 We may charge you for blocks of 100 numbers, contiguous blocks of single numbers or single numbers supplied from the Telstra IP Telephony service. The charges will be set out in your application form or separate agreement with us.

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## 19 Service assurance and network performance

### Help Desk

- 19.1 You must promptly report any Telstra IP Telephony service (including equipment and end user extension but excluding headsets) and PBX Connect Tieline difficulties to our Help Desk, which is available 24 hours a day, seven days a week. You must provide us with all the available details you have to help us investigate the service difficulty.
- 19.2 The Helpdesk will only accept fault reports from your group administrator (or any other authorised person as notified by you to us in writing). You agree that your group administrator must complete the Customer Group Administrator checklist before contacting the Helpdesk.
- 19.3 We may charge you a fee to send a technician to your premises to fix a problem with your Telstra IP Telephony service if:
- (a) you cause the fault;
  - (b) the fault is not covered by our service assurance commitments for your Telstra IP Telephony service, as described below; or
  - (c) you give us incorrect address details which cause a delay in the time it takes us to correct a fault.

Our fee-for-service charges are set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms.

### Service assurance - general

- 19.4 We do not provide a service assurance target that applies to your end to end Telstra IP Telephony service (for example your Eligible Access Service). It also does not apply to any third party provided software or additional items of equipment that you may need to use with the equipment you rent or purchase from us in accordance with this section of Our Customer Terms.
- 19.5 Where we respond to incidents in relation to your Telstra IP Telephony service, we will only investigate matters relating to:
- (a) the Telstra IP Telephony Call Server and Telstra IP Telephony Interconnections;

- (b) a registered end user extension that is part of the number range for your Telstra IP Telephony service; and
- (c) the equipment that you rent or purchase from us in accordance with this section of Our Customer Terms;

**Table 1 - Service Assurance Table**

19.6 The table below summarises the service assurance targets that we aim to meet.

	<b>Service Assurance Target</b>
<b>Telstra IP Telephony service</b>	Subject to the Quality limitations set out above in this section of Our Customer Terms, the standard service assurance restoration target for your Telstra IP Telephony service is Business Plus as set out in the Service Assurance and Provisioning Commitment section of Our Customer Terms.
<b>Eligible Access Services</b>	<p>The service levels (if any) for the Eligible Access Service that you use with your Telstra IP Telephony service is as set out in the relevant Our Customer Terms section for that Eligible Access Service.</p> <p>We do not provide service levels for any aspect of the Telstra IP Telephony service used over an Internet Access Service provided by a third party</p>
<b>Equipment</b>	For equipment that you rent or purchase from us in accordance with this section of Our Customer Terms we will aim to meet the service assurance targets as set out in this section of Our Customer Terms
<b>End user extension/Brix 100 verifier</b>	We will aim to respond within 8 business hours and restore any fault to an end user extension and Brix 100 verifier notified to the Help Desk within 3 business days from the time that the fault was reported to the Help Desk.

19.7 Enhanced Service Assurance Levels may be available to you upon application to us. Additional charges apply and we will advise you of those charges when you apply for the Enhanced Service Assurance Levels.

19.8 If Telstra IP Telephony is provided over a Business Access Service or Internet Access Service, support for the application may be restricted to User Help and Technical Support for end-user equipment and the TIPT platform. While we will make reasonable efforts to support end users of the service, our support teams'



ability to provide User Help and Technical Support may be compromised by lack of quality of service in the Business Access Service or Internet Access Service. This may impact our ability to connect to your users from time to time, due to:

- (a) Potential temporary interruptions and packet loss
- (b) variable delay and data throughput rates

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## 20 Special meanings

20.1 The following words have the following meanings:

**Block**, in relation to a block of 100 contiguous numbers, means a range of contiguous numbers ending with the digits “00” through to “99”.

**Brix 100 verifier** is a service assurance device which is deployed at your premises and serves as an IP services demarcation point and enables reporting of performance measurements

**Business Hours** means the hours between 8.00am and 5.00pm on each business day.

**Eligible Telstra Hosted Voice Solution** means Telstra SIP Connect, Connect IP Telephony, Telstra IP Telephony and One Touch Video.

**Enterprise** is a logical grouping of customer sites using one or more Eligible Hosted Voice Solution which collectively represents either a customer’s entire organisation or a unit of the customer’s organisational structure.

**Intellectual Property Rights** means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Metro Area** means Brisbane, Canberra, Sydney, Melbourne, Adelaide and Perth.

**On-Net Call** is an Eligible Telstra Hosted Voice Solution voice call to another Eligible Telstra Hosted Voice Solution within an Enterprise.

**PBX** means the private branch exchange system you use for your internal and external telephone services.

**Real Time Billing** is a service which provides information about outgoing calls from your Telstra IP Telephony service, shortly after the call is made

**Small business customer** has the meaning set out in the General Terms for Small Business section of Our Customer Terms.

**Telstra IP Telephony Call Server** means the server platform which delivers the Telstra IP Telephony services, applications and call routing functionality to you.

**Telstra IP Telephony Interconnections** means the interconnections between the Telstra IP Telephony Call Server and your IP network (IP MAN and IP WAN), and between the Telstra IP Telephony Call Server and the public switched telephone network.

**Telstra IP Telephony Portal** means the website that we make available to you for access to information about your Telstra IP Telephony service including download and support information.

- 20.2 This section needs to be read in conjunction with those parts of Our Customer Terms that relate to your eligible services. Various names for particular kinds of services, charges, pricing packages and discount offers are contained in those sections and have the same meaning here. Words defined in [the General Terms](#), [the Basic Telephone Service section](#) and the section that relates to each of the available connecting carriage services have the same meaning in this section.