

### Part J – Enhanced Business Services

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### Part J – Enhanced Business Services

Certain words are used with the specific meanings set out in Part A – General of the Telstra Mobile section, or in [the General Terms of Our Customer Terms](#).

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#### 1 About this Part

1.1 This is part of the Telstra Mobile section of Our Customer Terms. Provisions in other parts of the Telstra Mobile section, as well as in the General Terms of Our Customer Terms, may apply.

See clause 1 of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms should be read together.

See clause 1 of [Part A – General of the Telstra Mobile section](#) for more detail on how the various parts of the Telstra Mobile section should be read together.

1.2 Call Director is an enhanced business service that can be used to manage calls. See [Part F – Managing Calls](#) for more detail on Call Director.

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#### 2 Call Select

##### (a) Call Select Terms

2.1 The Old Call Select Terms apply when we provide Call Select on or before 1 July 2003.

2.2 The New Call Select Terms apply when we provide Call Select on and from 2 July 2003.

2.3 From 2 July 2003, we will transfer all eligible mobile services connected to Call Select on or before 1 July 2003 to the New Call Select Terms. The Old Call Select Terms will apply to these Call Select services until they are transferred to the New Call Select Terms.

##### (b) New Call Select Terms

##### Eligibility

2.4 Under Call Select, two eligible post-paid mobile services can be linked so that you can use either service from one GSM or Next G handset within Australia.

2.5 Call Select will not work outside Australia.

2.6 All existing Telstra Mobile GSM and Next G post-paid plans available to customers are eligible for Call Select, unless we determine otherwise. The eligible mobile service originally linked to the handset you intend to use with Call Select is referred to as your first service, and the other eligible mobile service as your second service.

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- 2.7 The second service must be a new or existing mobile service which is connected to an eligible mobile plan at the time you apply for Call Select. We do not have to accept an application for a new second service.
- 2.8 If the two mobile services nominated for Call Select are held by separate account holders, we will only notify the account holder applying for the new second service if we have not accepted that application. We will not tell the first account holder where we have not activated Call Select because we have not accepted the second account holder's application for a new second service.

**Activating the Call Select service**

- 2.9 For account managed customers, we will try to activate Call Select within 5 days of your application. You can confirm whether Call Select has been activated by ringing your account representative.

**SIM Cards**

- 2.10 Call Select will link the two nominated mobile services to the first handset (and where the first service is a GSM or Next G handset, to the first service SIM card). If you are provided with a new SIM card for the second service, you must keep that SIM card in a safe place free from interference. You must pay all costs for the second service SIM card, while Call Select is active.
- 2.11 The first service on Call Select may not receive calls:
  - (a) where the second service is a GSM or Next G service – you place the second service SIM card in another handset and turn the handset on;

**Call Select Options**

- 2.12 There are three Call Select options:

<b>Call Select option</b>	<b>Account holders</b>
Business Option	The first service and the second service must be held by the same account managed customer
Professional Option	The first service account holder is a consumer. The second service account holder is a business or government customer.
Personal Option	The first service account holder is a business or government customer. The second service account holder is a consumer.





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**Business Option**

- 2.13 Where you choose the Business Option (one bill option), you can also choose a Telstra Mobile Corporate Rate Plan with \$0 access for the second service. You must pay the charges and charges set out in the Corporate Rate 10 Flexi-Plan (see [Part B – Corporate Rate Plans of the Telstra Mobile section of Our Customer Terms](#)). However, the following terms and conditions from the Corporate Rate 10 Flexi-Plan will not apply:
- (a) the \$10 access charge; and
  - (b) the ability to select the Corporate Peak Call Charge Option.
- 2.14 You can choose to receive one bill for both services or to receive separate bills for each of the services. You cannot choose separate bills if the first service is included on a single bill with other eligible Telstra Big Pond, fixed or mobile services.

**Professional and Personal Options**

- 2.15 Under these options, the two services are held by separate account holders and are billed separately. Account holders must pay their own bills.
- 2.16 You cannot choose these options if the services are included on a single bill with other eligible Telstra Big Pond, fixed or mobile services.

**Allocating calls between the First Service and the Second Service**

- 2.17 We will allocate calls between and bill you charges for the first and second services as follows:

<b>Calls allocated to the first service</b>	<b>Calls allocated to the second service</b>
All calls made when the phone is in first service (standard service) phone mode, activated by sending "1181".	All calls made when the phone is in second service phone mode, activated by sending "1182".
All calls made when the phone is set to the first service via Call Manager On-Line (except where calls are made after "1182" is used and those calls are capable of being billed to the second service.).	All calls made when the phone is set to the second service via Call Manager On-Line (except for calls that can only be billed to your first service or calls made after "1181" is used).



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Calls allocated to the first service	Calls allocated to the second service
<p>All calls made when the phone is set to the first service via Call Manager On-Line (except where an asterisk ["*"] is used at the end of a dialled number and those calls are capable of being billed to the second service)</p>	<p>All calls where you dial an asterisk ["*"] at the end of a number you call (except those calls that can only be billed to your first service).</p> <p>The use of an asterisk ["*"] at the end of a number being called and the related charge to the second service may not be available on some NEC handsets manufactured in or before 1998.</p>
<p>We will bill all voice and data calls that are not circuit-switched to the first service regardless of the phone mode or whether an asterisk is used. This includes:</p> <p>Calls made from overseas, SMS, packet switched data calls (GPRS and HSDPA), MessageBank retrieval calls and calls beginning with 1800, 1300, 13, 101, 102, 103, 109, 19378, 124880, 12451, 1188 and calls to 0417707767, 0418707102, 0439125102, 1258889, 1258887, 125101, 125102</p> <p>All MessageBank diversion charges, even though the two services share a MessageBank.</p>	

2.18 The following features are not available for the first and second services:

What is not available to first service?	What is not available to the second service?
	<p>Call Forwarding</p> <p>Call Group, Work Group, One Number Hotline functionality, Recommend a friend, Call Connect, MessageBank Combined or Mobile Virtual Private Network</p> <p>Call Manager (Windows 3.1 or Online)</p> <p>BigPond Mobile Services (previously known as Telstra Active or WAP calls over the GSM or network with an asterisk ["*"]</p>

2.19 If you have used the wrong service to make the call, we will not transfer call charges



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between the two services.

2.20 You must set call barring independently for the two services.

#### **Cancelling Call Select**

2.21 Under the Business Option, you can cancel Call Select at any time without charge.

2.22 Under the Professional Option and the Personal Option, either account holder can cancel Call Select at any time without charge.

2.23 When you or we cancel Call Select, the two services will become separate services and

(a) where the second service is a GSM or Next G service, you will need to buy a new SIM card to keep using the second service, unless you received and have kept the SIM card provided to you for the second service;

2.24 You must tell the other account holder when you cancel Call Select.

#### **(c) Old Call Select Terms**

2.25 Under the Call Select offer, two eligible mobile services (“first service” and “second service”) can be attached on one SIM and used from one handset. There is a one account holder and a two account holder Call Select option.

2.26 Under the one account holder option, the first service and the second service must have the same account holder. We will either send one bill to that account holder, which includes the charges for the first service and second service or, if elected by the account holder, a separate bill for the first service will be sent to the account holder and a separate bill for the second service will be sent to a nominated address. However:

(a) the one bill option is not available where only one Service (either the first service or the second service) is connected to a more4you Account Plan and the other Service (being the second service or the first service) is connected to another eligible plan; and

(b) the separate (two) bill option is not available where the first service has a Single Bill integrating eligible BigPond, fixed and/or Telstra Mobile on the one bill (see [telstra.com](http://telstra.com) for details).

2.27 Under the two account holder option, we will send separate bills to the first service account holder and to the second service account holder. Each account holder will be

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responsible for the charges on their respective bills. The first service account holder and the second service account holder must both apply for the Call Select offer in an approved application form. The two account holder option is unavailable where the first service has a Single Bill integrating eligible BigPond, fixed and/or Telstra Mobile on the one bill (see telstra.com for details).

- 2.28 The second service must be a new Telstra Mobile service which is connected to an eligible plan at the time the Call Select application is made. An application form for a new Telstra Mobile service must accompany the Call Select application form.
- 2.29 Pre-paid Mobile services may not be a first or second service.
- 2.30 The eligible plans for the second service are the Corporate Staff Plans, the Corporate Rate Plans, the following Corporate Select Plans (being BT Fin group 10, Bus 10/10, IBM 4, Bus 5/5, PWC 10, SA Govt, Vic Govt, Bus 0, Bus 10, 10/5, Vertas 10, Bus 25/25, 5), Flexi-Plan 10, Flexi-Plan 15, Flexi-Plan 20, Flexi-Plan 30, Flexi-Plan 35, Flexi-Plan 55, Flexi-Plan 75, Flexi-Plan 100, Flexi-Plan 150, Flexi-Plan 250, Flexi-Plan 500 the more4you Account Plans, the more4business service offers (excludes all group plans and offers).
- 2.31 The first service account holder acknowledges that we may not accept the second service account holder's application for a Telstra Mobile service without telling the first service account holder and that in such circumstances the Call Select offer will not be activated. The second service account holder agrees to tell the first service account holder if we do not accept its application for a Mobile service.
- 2.32 Our Customer Terms (as amended from time to time) apply to our provision of the Call Select offer. The terms under which the first and second service are connected will continue to apply, except where those terms are inconsistent with the terms of the Call Select offer.
- 2.33 The second service will **not** be able to:
- receive calls;
  - use Call Manager (Windows 3.1 or Online);
  - set up a MessageBank or make calls to the first service's MessageBank;
  - display a name and number when calls are made.
- 2.34 Call charges will be allocated between the first service and the second service on the basis

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of:

- (a) the phone mode that is selected by the user of the first or second service; or
- (b) whether an asterisk [“\*”] is dialled at the end of a number being called; or
- (c) the selection that is made by the first service account holder via Call Manager Online to be the default service to which call charges will be allocated.

### 2.35 Phone modes.

- Where ‘1181’ is dialled, the phone will set to Standard phone mode. All calls made under the Standard phone mode will be charged to the first service, subject to clause 12; and
- Where ‘1182’ is dialled, the phone will switch to the second service phone mode. All calls made under the second service phone mode will be charged to the second service (except for those call types outlined in 2.35).

2.36 In addition to using the second service phone mode to make and charge calls to the second service, calls may be made and charged to the second service on a call by call basis where an asterisk [“\*”] is dialled at the end of a number being called. The use of an asterisk [“\*”] at the end of a number being called and the related charge to the second service may not be available on some NEC handsets manufactured in or before 1998.

2.37 Calls made from overseas, all SMS and GPRS and all calls pre-fixed by ‘1800’, ‘1300’, ‘13’ and ‘101’ will be charged to the first service, regardless of whether an asterisk is dialled or the second service phone mode is activated by dialling “1182” or by selection via Call Manager Online.

2.38 Where calls are made by the second service by using the asterisk [“\*”], by activating the second service phone mode or by selection via Call Manager Online, a “tone” will be heard after the particular phone number is dialled and before the phone starts ringing, indicating that that call is being charged to the second service (except for those call types outlined in 2.35).

2.39 Call barring must be set independently for the first and second service.

2.40 BigPond Mobile Services is only available to the second service where the second service phone mode has been activated either by dialling ‘1182’ or via Call Manager Online. To use BigPond Mobile Services, the second service holder will need to register for BigPond Mobile Services at [telstra.com/wap](http://telstra.com/wap)

2.41 The account holder acknowledges that we cannot determine if a charge should be

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attributed to the second service if an asterisk is not dialled at the end of a number being called, the second service phone mode is not activated or the second service has not been activated under Call Manager Online. Both account holders acknowledge that we will not transfer call charges between the first and second service on the grounds that the charges have been incorrectly attributed.

- 2.42 Under both the one account holder option and the two account holder option, the account holder/s agree that we may charge the first service for use of MessageBank by the second service, by telling the account holder/s.
- 2.43 The first and second service may both be temporarily suspended or temporarily disconnected. . If the first service is temporarily suspended or temporarily disconnected, the second service will not operate, but the relevant account holder must continue to pay the minimum monthly spend level/FlexiPlan monthly access charges for the second service.
- 2.44 If the second service is cancelled, deactivated or ported out of Telstra all calls made with an asterisk dialled at the end of a number being called or by activating the second service phone mode will be charged to the first service. We will not tell the first service account holder that the second service is permanently disconnected or ported. Under the two account holder option, the second service account holder agrees to tell the first service account holder if the second service is permanently disconnected or ported. The first service account holder agrees to pay us all charges attributed to the first service even if the second service account holder does not tell the first service account holder.
- 2.45 If the first service is cancelled, deactivated or is ported out of Telstra, under the two account holder option we will tell the second service account holder by letter. From the time the first service is permanently disconnected or is ported, the second service may not be used until the second service account holder notifies us that it elects to:
- use the second service as an individual service independent of the first service (which may mean that certain costs will be incurred, including for the purchase of a SIM card);
  - attach the second service to another first service under the Call Select offer; or
  - port out the second service; or
  - terminate the second service (in which case early termination charges may apply).

In these circumstances, the second service account holder will be credited with one month's worth of its relevant minimum monthly spend level/Flexi-Plan monthly access charge for the second service. Otherwise, the second service account holder must

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continue to pay the minimum monthly spend level/FlexiPlan monthly access charge for the second service until it notifies Telstra of its election under this clause.

2.46 For account managed customers, we will endeavour to activate the Call Select product within 5 days of an application being lodged. You may confirm whether the product has been activated by ringing their account representative.

**(d) MobileNet Call Select**

**(Not available to new Customers on and from 23 March 2002)**

2.47 If you took up the Call Select product before 23 March 2002, Call Select is a product which allows you to identify certain calls by pressing \* after the dialled number which enables the call to be separately itemised on your bill. Call Select calls are charged at the rates which are applicable to your chosen Flexi-Plan and do not form part of the component of calls which are not charged to you under your Flexi-Plan (if any).

---

**3 Call Manager On-Line**

**What is Call Manager On-Line?**

3.1 Call Manager On-Line is a web based call control facility. Call Manager allows you to put limits on the use of those phones within Australia.

You can use Call Manager On-Line in one of two ways:

<b>Use of Call Manager On-Line</b>	<b>Prerequisites</b>
You set the controls	Internet access and a digital certificate issued by Telstra.
Our customer service representatives set the controls	No internet access is required.

3.2 We offer a standard package under Call Manager On-Line which consists of:

- blocking specific numbers and number ranges;
- control talk time per period, control the time the calls can be made, control the days on which calls can be made, control the default service type (being the first service or the second service) in which calls may be made (for Call Select);



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- SMS notice;
  - voice announcement notice
  - ability to apply global settings;
  - on-line user guide/help/FAQ;
  - self-provisioning; and
  - statistics.
- 3.3 You cannot send text messages to specific numbers or number ranges set as “Prohibited” under Call Manager Online.
- 3.4 Call Manager Online cannot limit use of any data service (such as mobile internet) or other similar service available on your mobile or use of those services to access limited or prohibited numbers and number ranges.
- 3.5 Call Manager On-Line cannot limit use of a mobile service that is attached as a second service on the Call Select product. However, the second service can be set as the default service at certain times, using the Call Select timetable feature.
- 3.6 The Call Select timetable is subject to the call allocation limits set out in the Call Select section and it can be altered by use of phone modes (dialling “1181 [send]” or “1182 [send]”) or the asterisk [“\*”] key. In particular:
- (a) entering a phone mode will (where that allocation is possible for that call type) override your selections in the Call Select timetable until the next transition in the Call Select timetable; and
  - (b) entering an asterisk [“\*”] at the end of a dialled number will, where possible for that call type, allocate that call to the second service regardless of the Call Select timetable.
- 3.7 If you are a first service account holder of the Call Select product, you can use Call Manager On-Line to set the default service type (being the first service or second service) for particular call types or particular times via the Call Select timetable. You can only switch between the first service and the second service a maximum of 10 times per week via the Call Select timetable.



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#### Charges

3.8 We charge you the following for Call Manager On-Line. These charges are additional to:

- the charges payable for customers with a managed service with 500 or more services provisioned to Call Manager On-Line; and
- the access charges payable for the individual mobile services under this service.

Call Manager On-Line Charges	GST excl.	GST incl.
Standard package access charge (each service, each month or incomplete part of a month)	\$5.00	\$5.50
Alteration charge (per alteration per service required to be carried out by a customer service representative)	\$15.00	\$16.50

#### First month charges

3.9 We will waive the access charge for each mobile service provisioned on Call Manager On-Line for the first month of your order. We will bill you as usual in that first month period for the access charges. However, we will also give you a credit on that same bill equivalent to the access charges, so that no amount will be owing by you for the access charges on that bill.

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## 4 SMS Access Manager

#### What is SMS Access Manager?

4.1 SMS Access Manager lets you access our Short Message Centre to send SMS to mobile services. There are three different access methods:

- SMPP access;
- Dial up access through the Telstra Dial-Up Access Manager platform; and
- Wireless access.

If you choose SMPP Access you may also send registered SMS.

4.2 SMS Access Manager:

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- delivers your SMS to other Telstra customers;
- carries your SMS to non-Telstra customers to the physical point of connection between our systems and the other phone company's systems; and
- delivers SMS from Telstra and non-Telstra customers to your access service.

#### 4.3 Before you use SMS Access Manager, you must:

- first connect to a Telstra mobile service (if you use SMPP access, you may connect to more than one mobile service). You are responsible for all charges associated with the mobile service;
- provide the necessary equipment, third party software and infrastructure required to access and use SMS Access Manager. You are responsible for maintaining (including the payment of associated charges) the equipment, software and infrastructure;
- obtain the access service or services necessary to use SMS Access Manager. You are responsible for maintaining (including the payment of associated charges) the access service(s).
- ensure your equipment, software and infrastructure is compatible with SMS Access Manager. We may conduct reasonable checks and tests to satisfy us that your equipment, software and infrastructure is compatible before providing SMS Access Manager; and
- choose a monthly volume of SMS.

#### **Minimum contract term**

4.4 You must acquire SMS Access Manager for a minimum contract term of 6 months.

#### **Availability**

4.5 You can get SMS Access Manager if you get your access service(s) directly from us as a retail customer. You cannot resell SMS Access Manager.

4.6 You cannot get SMS Access Manager if you are a wholesale customer or the end user of a wholesale customer.

4.7 SMS Access Manager is only available to customers with a valid ABN, ACN or ARBN.

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#### Technical Guide

- 4.8 If you use SMS Access Manager via SMPP, you will be able to use the SMPP functionality set out in our SMS Access Manager technical guide. For more information about this service please access the [SMS Access Manager technical guide](#).

#### Dial-Up access for the SMS Access Manager service through the Telstra Dial-Up Access Manager platform

- 4.9 There are two ways to access the Telstra Dial-Up Access Manager platform:
- (a) through Dial-Up access for the SMS Access Manager service on the terms set out in this section of Our Customer Terms; and
  - (b) through a non-account based public access method on the terms set out in Part F - Other Call Types of the Basic Telephone Service section of Our Customer Terms.
- 4.10 You can access the Telstra Dial-Up Access Manager platform on the access number(s) we specify from time-to-time.

On and from 16 November 2011, the Telstra Dial-Up Access Manager platform will only be able to be accessed through the 125107 access number. The 018018767 access number will no longer be able to be used.

- 4.11 You are solely responsible for ensuring that any devices configured to access the Telstra Dial-Up Access Manager platform are configured to use the current access number that we specify from time-to-time.

#### SMS Access Manager Service Limitations

- 4.12 You will only be able to send and receive SMS messages from non-Telstra customers where we and the other phone company have agreed and fully implemented the necessary signalling protocol technology.
- 4.13 Your SMS may not be successfully delivered, or delivered in a timely manner to a person's mobile service (for example, the person's phone may be switched off, out of mobile service range, not operating properly, the message storage space may be full or the person may be overseas and the overseas phone company has blocked the SMS).
- 4.14 We will try to deliver your SMS for up to 7 days. If your SMS is not delivered within this time, we will delete the SMS.
- 4.15 We do not promise that our Short Message Centre is able to successfully send, receive and/or deliver your SMS messages at, or within, any particular time. You must not:

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- rely on SMS Access Manager to send time-sensitive SMS; or
- use SMS Access Manager for any purpose which results in large volumes of SMS messages being sent through our Short Message Centre in a limited time period.

#### **Registered messages**

- 4.16 If you use SMPP access you may also send registered SMS. A registered SMS can be tracked, so that we can send you an SMS confirming whether your SMS has been delivered or not. We may not be able to track a registered SMS sent to a phone on another phone company's network. We will charge you for registered SMS whether or not we have been able to track the registered SMS or send you a delivery status report.

#### **Authentication and IP address**

- 4.17 We will issue you with a user ID and password, or in the case of wireless access, a SIM card, in order to access SMS Access Manager.
- 4.18 We grant to you a non-exclusive, non transferable licence to use any IP addresses we provide to you in software and hardware devices for the purpose of accessing SMS Access Manager. This is referred to as a "licensed IP address".
- 4.19 If your SMS Access Manager is cancelled for any reason your licence to use the licensed IP address is immediately terminated and you must stop using the licensed IP address and remove it from all software and hardware devices.
- 4.20 We may cancel your licence to use a licensed IP address, by telling you, if:
- you breach the licence conditions in the previous clause;
  - the licensed IP address was provided for use with a service that we no longer provide to you.
- 4.21 You acknowledge that we are under no obligation to supply IP Addresses to you. We may, as a condition of providing SMS Access Manager, require you to provide us with IP addresses from within a certain block. We will only use the IP addresses you provide us for the purposes of authentication.

#### **Usage obligations**

- 4.22 Your usage obligations continue to apply after the cancellation or termination of your SMS Access Manager.

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4.23 You must ensure your use of SMS Access Manager complies with Our Customer Terms.

4.24 You must not (and you must ensure that your employees, agents and officers do not):

- use SMS Access Manager in a way that breaks the law, including applicable industry standards and codes;
- do anything reasonably likely to impair, interfere with or damage our facilities (including our Short Message Centre) or their operation;
- interfere with, hinder or change SMS Access Manager;
- delete another customer's data from SMS Access Manager without that customer's permission;
- use SMS Access Manager to menace or harass any person or cause damage or injury to any person or property;
- use SMS Access Manager to publish, transmit or store any communication, information or data that is defamatory, obscene, sexually explicit, abusive or offensive;
- represent (by act or omission) that we created, endorsed, have reviewed, or are in any way involved in the production of content sent by you using SMS Access Manager;
- use SMS Access Manager to impersonate another person or entity;
- use SMS Access Manager to interfere with any third party rights, including intellectual property rights;
- use SMS Access Manager in a way that results in the misuse of a third party's confidential information;
- affect the availability of SMS Access Manager to other Telstra customers;
- use SMS Access Manager in a way that results in a "virus", "worm", "trojan" or similar program being sent through SMS Access Manager from your equipment;  
or
- use, or enable the use of, SMS Access Manager in any way for the purpose of providing any warning or notification about a serious risk to the safety of persons

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or property.

- 4.25 We will not monitor or be responsible for the content of SMS Messages you send using SMS Access Manager, but, subject to applicable laws, we reserve the right to monitor the content of such messages.
- 4.26 You agree that your unique sender code will be sent automatically with each SMS Message sent via SMS Access Manager.

#### **Third party software**

- 4.27 You must ensure that your use of any third party software in connection with SMS Access Manager:
- is lawful;
  - complies with Our Customer Terms; and
  - does not disrupt the proper functioning of SMS Access Manager for you or any other person.

#### **Advertising**

- 4.28 You must not advertise or promote SMS Access Manager without our prior approval beforehand. We may require you to comply with any terms and conditions we consider appropriate before giving our approval.

#### **Scheduled outages**

- 4.29 We may tell you of occasions when we perform scheduled maintenance, upgrades or repairs to our facilities where all or part of SMS Access Manager will not be available (referred to as scheduled outages). You acknowledge that we tell all Telstra customers about scheduled outages and that it is your responsibility to determine whether a scheduled outage will affect you.

#### **Suspension or cancellation**

- 4.30 In addition to any other rights we may have, we may suspend or cancel the provision of all or part of SMS Access Manager at any time in the following circumstances:
- if we, acting reasonably, consider that you may be in breach of your usage obligations; or

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- if we are allowed to under another term in Our Customer Terms.

#### Limited liability

- 4.31 In addition to any other rights we may have, and as far as the law permits, we exclude liability for any loss or damage caused in connection with delays in the sending of SMS Messages or a failure to terminate SMS Messages for any reason. If the law does not permit this, but would permit the limitation of liability, we limit our liability for such loss and damage to refunding to you the charges paid for the affected part of SMS Access Manager.

#### SMPP access – registration charge

- 4.32 We charge you the following initial registration charge if you use SMPP access:

Registration charge	GST excl.	GST incl.
Registration Charge for customers using SMPP access	\$2,272.73	<b>\$2,500.00</b>

#### Monthly usage charges

- 4.33 You must pay all SMS Access Manager charges incurred by your user ID and password or SIM card (as the case may be).
- 4.34 Discounts which may apply to charges for other services we provide you do not apply to SMS Access Manager.
- 4.35 Your SMS Access Manager charges will appear on the bill of your Telstra mobile service(s) connected to our SMS Access Manager functionality.
- 4.36 Your monthly usage charges will depend on the monthly volume of SMS messages you choose and whether you choose Single Rate, Single Rate with Registered SMS or Multiple Rate pricing.
- 4.37 Where you choose the 0-10,000 volume of SMS per month, you must pay the per message charge for each SMS message you send.
- 4.38 Where you choose a volume of 10,001 or more SMS per month, you must pay the minimum monthly charge for your selected monthly volume of SMS, as set out in the relevant tables below, regardless of the number of SMS messages you send in a month. You must also pay the per message charge for each SMS message you send over the

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monthly minimum charge of SMS for your service in a month.

- 4.39 Single Rate monthly usage charges depend on the monthly volume of SMS messages you choose and apply whether or not the SMS messages are sent to a Telstra or non-Telstra mobile service.
- 4.40 Multiple Rates monthly usage charges depend on the monthly volume of SMS messages you choose and whether the SMS messages are sent to a Telstra or non-Telstra mobile service. Multiple Rates pricing is only available to customers who connected to SMS Access Manager before 22 April 2005 and who are still under their existing contract. These rates are not available to new or upgraded connections on and from 22 April 2005.
- 4.41 We will charge you separately for an SMS message sent to a group of people. We will also charge you for each SMS message you send, whether or not the SMS message is delivered to the person you are sending it to.
- 4.42 You may increase your chosen volume of SMS messages per month for your next calendar month of service by advising us in writing. We will aim to implement this change within 5 business days. You may not decrease your chosen volume of SMS messages per month below your initial chosen volume of SMS messages during the minimum connection period. If you cancel your SMS Access Manager before the end of your contract period, early termination charges (ETCs) may be applied. ETCs will be calculated based on your minimum monthly commitment multiplied by the remaining months of your contract.

**Single Rate monthly usage charges (on and from 3 March 2010 for new customers and existing customers who upgrade to one of the new pricing plans set out in clause 4.39 below)**

- 4.43 You may choose from the following Single Rate monthly usage charges.
- 4.44 If you are an existing Single Rate customer (before 3 March 2010), you can choose to upgrade to a new pricing plan (set out in this clause) without incurring an early termination charge provided you commence a new minimum contract term and take up an equivalent or greater volume tier

#### Single Rate (Non-Registered SMS Messages)

Volume Tier	Minimum Monthly Charge	Per Domestic SMS Message charge (for each SMS sent to a Australian-located mobile)	Per International SMS Message charge (for each SMS sent Internationally)



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	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
No Volume	\$0	\$0	\$0.14	\$0.15	\$0.17	\$0.19
10,000 – 50,000	\$1,273	\$1,400	\$0.13	\$0.14	\$0.17	\$0.19
50,001 – 100,000	\$5,909	\$6,500	\$0.12	\$0.13	\$0.17	\$0.19
100,001 – 250,000	\$10,909	\$12,000	\$0.11	\$0.12	\$0.17	\$0.19
250,001 – 500,000	\$22,727	\$25,000	\$0.09	\$0.10	\$0.15	\$0.16
500,001 – 1,000,000	\$40,909	\$45,000	\$0.08	\$0.09	\$0.13	\$0.14
1,000,001 – 1,500,000	\$72,727	\$80,000	\$0.07	\$0.08	\$0.13	\$0.14
1,500,001+	\$102,273	\$112,500	\$0.068	\$0.075	\$0.13	\$0.14

#### Single Rate (Registered SMS Messages)

Volume Tier	Minimum Monthly Charge		Per Domestic SMS Message charge (for each SMS sent to a Australian-located mobile)		Per International SMS Message charge (for each SMS sent Internationally) - NOTE: receipts not available for international SMS	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
No Volume	\$0	\$0	\$0.15	\$0.16	\$0.17	\$0.19
10,000 – 50,000	\$1,273	\$1,400	\$0.14	\$0.15	\$0.17	\$0.19
50,001 – 100,000	\$5,909	\$6,500	\$0.13	\$0.14	\$0.17	\$0.19
100,001 – 250,000	\$10,909	\$12,000	\$0.12	\$0.13	\$0.17	\$0.19
250,001 – 500,000	\$22,727	\$25,000	\$0.11	\$0.12	\$0.15	\$0.16
500,001 – 1,000,000	\$40,909	\$45,000	\$0.10	\$0.11	\$0.13	\$0.14
1,000,001 – 1,500,000	\$72,727	\$80,000	\$0.08	\$0.09	\$0.13	\$0.14
1,500,001+	\$102,273	\$112,500	\$0.077	\$0.085	\$0.13	\$0.14

#### Single Rate monthly usage charges (for existing customers before 3 March 2010 who do not upgrade to one of the new pricing plans set out in clause 4.39)

4.45 You may choose from the following Single Rate monthly usage charges.

#### Single Rate (Non-Registered SMS Messages)

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Single Rate: All Customers				
Volume of SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	16.36¢	18¢
10,001 – 50,000	\$1,545.45	\$1,700	15.45¢	17¢
50,001 – 100,000	\$6,818.18	\$7,500	13.63¢	15¢
100,001 – 250,000	\$12,727.27	\$14,000	12.73¢	14¢
250,001 – 500,000	\$29,545.45	\$32,500	11.82¢	13¢
500,001 +	\$54,545.45	\$60,000	10.91¢	12¢

#### Single Rate (Registered SMS Messages)

Single Rate for registered SMS: Customers using SMPP access and requesting registered SMS				
Volume of Registered SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	20.90¢	23¢
10,001 – 50,000	\$1,545.45	\$1,700	20¢	22¢
50,001 – 100,000	\$6,818.18	\$7,500	18.18¢	20¢
100,001 – 250,000	\$12,727.27	\$14,000	17.27¢	19¢
250,001-500,000	\$29,090.91	\$32,500	16.36¢	18¢
500,001 +	\$54,545.45	\$60,000	15.45¢	17¢

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#### Multiple Rates monthly usage charges: SMPP or Dial up access - For services connected before 22 April 2005

- 4.46 The following Multiple Rates monthly usage charges apply to services connected before 22 April 2005. These rates are not available to new or upgraded connections on and from 22 April 2005.

Multiple Rates: Customers using SMPP access or Dial up access						
Volume of SMS per month	Minimum monthly charge		Per message charge (for each message sent)			
			SMS to Telstra mobile service		SMS to non-Telstra mobile service	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	20¢	22¢	20¢	22¢
10,001 – 50,000	\$1,090.91	\$1,200	10.91¢	12¢	18.18¢	20¢
50,001 – 100,000	\$5,000	\$5,500	10¢	11¢	17.27¢	19¢
100,001 – 250,000	\$9,090.91	\$10,000	9.09¢	10¢	16.36¢	18¢
250,001 – 500,000	\$20,454.55	\$22,500	8.18¢	9¢	15.45¢	17¢
>500,000	\$36,363.64	\$40,000	7.27¢	8¢	14.55¢	16¢

#### Multiple Rates monthly usage Charges: Registered SMS - For services connected before 22 April 2005

- 4.47 The following Multiple Rates monthly usage charges apply to services connected before 22 April 2005 using SMPP access, where you requested registered SMS. These rates are not available to new or upgraded connections on and from 22 April 2005.

<b>Multiple Rates for registered SMS: Customers using SMPP access and requesting registered SMS</b>
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Volume of Registered SMS per month	Minimum monthly charge		Per message charge (for each message sent)			
	GST excl.	GST incl.	SMS to Telstra mobile service		SMS to non-Telstra mobile service	
			GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	40¢	44¢	40¢	44¢
10,001 – 50,000	\$1,090.91	\$1,200	22¢	24¢	36.36¢	40¢
50,001 – 100,000	\$5,000	\$5,500	20¢	22¢	34.54¢	38¢
100,001 – 250,000	\$9,090.91	\$10,000	18.18¢	20¢	32.72¢	36¢
250,001 – 500,000	\$20,454.55	\$22,500	16.4¢	18¢	31¢	34¢
>500,000	\$36,363.64	\$40,000	14.54¢	16¢	29.08¢	32¢

**Single Rate monthly usage charges: All customers - For services connected before 22 April 2005**

4.48 The following Single Rate monthly usage charges apply to services connected before 22 April 2005. These rates are not available to new or upgraded connections on and from 22 April 2005.

Single Rate: All Customers				
Volume of SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	20¢	22¢
10,001 – 50,000	\$1,636.36	\$1,800	16.36¢	18¢
50,001 – 100,000	\$7,727.27	\$8,500	15.45¢	17¢

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100,001 – 250,000	\$14,545.45	<b>\$16,000</b>	14.54¢	<b>16¢</b>
250,001 – 500,000	\$34,090.91	<b>\$37,500</b>	13.64¢	<b>15¢</b>
> 500,000	\$63,636.36	<b>\$70,000</b>	12.72¢	<b>14¢</b>

#### Single Rate Monthly Usage Charges: Registered SMS - For services connected before 22 April 2005

- 4.49 The following Single Rate monthly usage charges apply to services connected before 22 April 2005 using SMPP access and where you requested registered SMS. These rates are not available to new or upgraded connections on and from 22 April 2005.

Single Rate for registered SMS: Customers using SMPP access and requesting registered SMS				
Volume of Registered SMS per month	Minimum monthly charge		Per message charge (for each message sent)	
	GST excl.	GST incl.	GST excl.	GST incl.
0 – 10,000	Nil	Nil	40¢	<b>44¢</b>
10,001 – 50,000	\$1,636.36	<b>\$1,800</b>	32.72¢	<b>36¢</b>
50,001 – 100,000	\$7,727.27	<b>\$8,500</b>	30.9¢	<b>34¢</b>
100,001 – 250,000	\$14,545.45	<b>\$16,000</b>	29.08¢	<b>32¢</b>
250,001 – 500,000	\$34,090.91	<b>\$37,500</b>	27.28¢	<b>30¢</b>
> 500,000	\$63,636.36	<b>\$70,000</b>	25.44¢	<b>28¢</b>

#### Changing your service - For services connected before 22 April 2005

- 4.50 If you connected your service before 22 April 2005, you can move your service to the Single Rate pricing that came into effect on 22 April 2005 at any time, provided you select an equivalent or longer minimum connection period. If you do so, you will need to restart your minimum connection period but will not need to pay an early termination charge.

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#### Account level discounts

- 4.51 Account level discounts do not apply to SMS Access Manager charges on services connected on or after 22 April 2005.

#### Help Desk

- 4.52 We will provide you with a Help Desk to assist you to access the SMS Network.
- 4.53 You must report all SMS Network faults or service problems to the Help Desk as soon as possible. You must not try to fix, or permit any other person to try to fix, the fault. If you, or a third party acting on your behalf or on your instructions, interferes with the SMS Network or SMS Access Manager, with or without our written approval, we will not be liable for any damage to, or the costs and expenses of fixing, the SMS Network or SMS Access Manager. You must pay for those costs and expenses.

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## 5 MMS Access Manager

### What is MMS Access Manager

- 5.1 MMS Access Manager lets you access our Multimedia Message Service Centre to send MMS messages to mobile services within Australia and overseas.
- 5.2 There are three different access methods, each using MM7:
- access via HTTPS;
  - access via a virtual private network connection into Telstra's messaging infrastructure;  
or
  - access via Frame Relay. This option is only available if you are an existing SMS Access Manager customer.
- 5.3 MMS Access Manager:
- delivers your MMS messages to other Telstra customers;
  - carries your MMS messages to non-Telstra customers to the physical point of connection between our systems and the other phone company's systems; and
  - delivers MMS messages from Telstra and non-Telstra customers to your access

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service.

5.4 Before you use MMS Access Manager, and while using it, you will need to:

- connect to, and remain connected to, a Telstra mobile service (you are responsible for all charges associated with the mobile service);
- provide the necessary equipment, third party software and infrastructure required to access and use MMS Access Manager (including by providing the MM7 client or server, and if required, a VPN or SSL enabled HTTP client or server). You are responsible for maintaining (including the payment of associated costs) the equipment, software and infrastructure and must ensure that it is compatible with MMS Access Manager (including by conducting testing); and
- choose a monthly volume of MMS messages.

#### **Minimum contract term**

5.5 You must acquire MMS Access Manager for a minimum contract term of 6 months.

#### **Availability**

5.6 You can only get MMS Access Manager if you get your access service(s) directly from us as a retail customer. You must not resell MMS Access Manager.

5.7 You cannot get MMS Access Manager if you are a wholesale customer or the end user of a wholesale customer.

5.8 MMS Access Manager is only available to customers with a valid ACN, ABN or ARBN.

#### **Technical guide**

5.9 We will provide you with a MMS Access Manager Technical Guide.

#### **MMS Access Manager service limitations**

5.10 You will only be able to send and receive MMS messages from non-Telstra customers where we and the other phone company have agreed and fully implemented the necessary technology.

5.11 We do not promise that our Multimedia Message Service Centre is able to successfully send, receive and/or deliver your MMS messages at, or within, any particular timeframe.

5.12 We do not promise that your MMS message will be successfully delivered, or delivered in

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a timely manner to a person's mobile service. For messages sent to Telstra recipients, we will try to deliver your MMS message through our Multimedia Message Service Centre for up to 7 days. If it is not delivered within this time, we will delete the MMS message.

5.13 You must not:

- rely on MMS Access Manager to send time-sensitive MMS messages; or
- use MMS Access manager for any purpose which results in large volumes of MMS messages being sent through our Multimedia Message Service Centre in a limited time period.

5.14 MMS Access Manager is limited to only the MM7 parameters that we wish to support and thus not all MM7 features will be available. For more information about the MM7 parameters and MM7 features and their availability, please refer to your MMS Access Manager Technical Guide.

5.15 Each MMS message you send cannot exceed 400kB and where multiple recipient messaging is not enabled, can be sent to a single recipient only. The MMS message size is the sum of the subject information element size and the sizes of all the multimedia element(s) and text element(s) including any presentation object (i.e. the synchronised multimedia integration language). The size of each multimedia, text or presentation element is taken to be the size of the encoded content as it is submitted to our Multimedia Message Service Centre. This includes all multipurpose internet mail extensions, boundaries and headers. For multimedia elements this also includes any overhead incurred by the encoding scheme used (i.e Base 64).

5.16 The rate of submission to our Multimedia Message Service Centre cannot exceed 5 MMS messages per second at any time. A message sent to multiple recipients is considered a single MMS message for the purpose of calculating rate of submission under this clause 5.16.

5.17 You can only send MMS messages that are images, video, text or audio using MMS Access Manager, excluding .sis messages. You will only be able to send MMS messages to, and receive MMS messages from, a particular mobile service where the handset is MMS capable and supports the message format. In the case of MMS messages sent to Telstra recipients, where a handset is not MMS capable or does not support the message format, the MMS message will be sent to a legacy website which the recipient can visit to view the MMS message.

#### **Multiple recipients**

5.18 Where multiple recipient messaging is enabled, the maximum number of recipients of a



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single multiple recipient MMS message is 20.

- 5.19 Where delivery of a multiple recipient MMS message is successful to only some of the intended recipients, we will send you a partial success message listing which recipients did not successfully receive the multiple recipient MMS message (**Unsuccessful Recipients**). A partial success message does not include a code indicating the reason for the delivery failure. You are responsible for re-sending MMS messages to Unsuccessful Recipients.

#### **Delivery reports**

- 5.20 You may be able to send delivery report MMS messages, so that we can send you a message confirming whether your MMS message has been delivered or not. We may not be able to track a delivery report MMS message sent to a phone on another phone company's network and delivery report MMS messages will not be supported for messages sent from an iMode subscriber or with an Alpha-Numeric Address Tag.
- 5.21 We will charge you for delivery report MMS messages whether or not we have been able to track the delivery report MMS message or send you a delivery status report.

#### **Authentication and IP Address**

- 5.22 We will issue you with a user ID and password, to access MMS Access Manager.
- 5.23 We grant a non-exclusive, non transferable, royalty-free licence to use any IP addresses we provide to you in software and hardware devices for the purpose of accessing MMS Access Manager (referred to as a licensed IP address).
- 5.24 If your MMS Access Manger service is cancelled for any reason your licence to use the licensed IP address is immediately terminated and you must stop using the licensed IP address and remove it from all software and hardware devices.
- 5.25 We may cancel your licence to use a licensed IP address, by telling you, if:
- you breach the licence conditions in the previous clause; or
  - the licensed IP address was provided for use with a service that we no longer provide to you.
- 5.26 You acknowledge we are under no obligation to supply an IP address to you and we may require you to provide us with IP addresses from within a certain block (for the purposes of authentication).

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#### Usage obligations

- 5.27 Your usage obligations continue to apply after the cancellation or termination of your MMS Access Manager service.
- 5.28 You must ensure your use of MMS Access Manager complies with Our Customer Terms.
- 5.29 We will not monitor or be responsible for MMS message content or Alpha-Numeric Address Tag sent using MMS Access Manager, but, subject to applicable laws, we reserve the right to monitor the content of such messages or tags.
- 5.30 You acknowledge that we may view and audit your messaging activities at any time without notice to you.
- 5.31 You must:
- ensure all MMS messages submitted, and the manner in which they are submitted, to our Multimedia Message Service Centre comply with all laws, promises, regulations and industry codes of conduct and do not expose us to the risk of any claim or legal or administrative action;
  - not use MMS Access Manager to send marketing messages or content in respect of products available via Telstra's WAP portal or WAP push methods of delivery (such as music, ringtones and wallpapers);
  - not do anything reasonably likely to impact our facilities (including our Multimedia Message Service Centre) or their operation;
  - not interfere with, hinder or change MMS Access Manager;
  - not delete another customer's data from MMS Access Manager without their permission;
  - not use MMS Access Manager to menace or harass any person or cause damage or injury to any person or property, or to publish, transmit or store any communication or data that is defamatory, obscene, sexually explicit, abusive or offensive;
  - not represent (by act or omission) that we created, endorsed, revised or are in any way involved in the production of content sent by you using MMS Access Manager;
  - not use MMS Access Manager to impersonate another person or entity;
  - not use MMS Access Manager to interfere with any third party rights, including

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intellectual property rights, or in a manner that results in the misuse of a third party's confidential information;

- not affect the availability of MMS Access Manager to other Telstra customers;
- not use MMS Access Manager in a way that results in a "virus", "worm", "trojan" or similar program being sent through MMS Access Manager from your equipment;
- not use, or enable the use of, MMS Access Manager in any way for the purpose of providing any warning or notification about a service risk to the safety of persons or property;
- ensure that your use of any third party software in connection with MMS Access Manager is lawful and does not disrupt the functioning of MMS Access Manager;
- ensure that any MMS messages you send that promote the sale or demand for goods or services, or are otherwise a commercial electronic message within the meaning of the Spam Act 2003 (Cth), comply with all of the requirements for commercial electronic messages as set out in the Spam Act 2003 (Cth) and the Australian eMarketing Code of Practice, and include other information that may be required at law from time to time; and
- ensure your employees, agents and officers comply with this clause.

5.32 You agree that your unique sender code will be sent automatically with each MMS message sent using MMS Access Manager.

#### **Advertising**

5.33 You must not advertise or promote MMS Access Manager without our prior approval. We may require you to comply with any terms and conditions we consider appropriate before giving our approval.

#### **Scheduled outages**

5.34 We may tell you of occasions when we perform scheduled maintenance, upgrades or repairs to our facilities where all or part of MMS Access Manager will not be available (referred to as scheduled outages). You acknowledge that we tell all Telstra customers about scheduled outages and that it is your responsibility to determine whether a scheduled outage will affect you.

#### **Suspension or cancellation**

5.35 In addition to any other rights we may have, we may suspend or cancel the provision of all

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or part of MMS Access Manager at any time in the following circumstances:

- if we, acting reasonably, consider that you may be in breach of your usage obligations; or
- if we are allowed to under another term in Our Customer Terms.

#### Limited liability

- 5.36 In addition to any other rights we may have, and as far as the law permits, we exclude liability for any loss or damage caused in connection with delays in the sending of MMS Messages or a failure to terminate MMS Messages for any reason. If the law does not permit this, but would permit the limitation of liability, we limit our liability for such loss and damage to refunding to you the charges paid for the affected part of MMS Access Manager.

#### Help Desk

- 5.37 We will provide you with a help desk to assist you to access the MMS network.
- 5.38 You must report all MMS network faults or service problems to the help desk as soon as possible. You must not try to fix, or permit any other person to try to fix, the fault. If you, or a third party acting on your behalf or on your instructions, interferes with the MMS network or MMS Access Manager, with or without our written approval, we will not be liable for any damage to, or the costs and expenses of fixing, the MMS network or MMS Access Manager. You must pay for those costs and expenses.

#### Pricing

- 5.39 You must pay all MMS Access Manager charges incurred by your user ID and password or Billing MSISDN (as the case may be).
- 5.40 Discounts which may apply to charges for other services we provide you do not apply to MMS Access Manager.
- 5.41 Your MMS Access Manager charges will appear on the bill of your Telstra mobile service(s) connected to our MMS Access Manager functionality.
- 5.42 Your monthly usage charges will depend on the monthly volume of MMS messages you choose, the kilobyte per MMS message and whether you choose delivery reports.
- 5.43 You must pay the monthly usage charges (*minimum monthly commitment*) for your chosen volume of MMS messages per month, as set out in the tables below, regardless of the number of MMS messages you send in a month. In addition to the minimum monthly

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commitment, you must pay the per message charge for each MMS message you send over the minimum monthly charge of MMS for your service in a month.

- 5.44 When multiple recipient messaging is enabled, we will charge you separately for each recipient listed in the message. We will also charge you for each MMS message you send, whether or not the MMS message is delivered to the person you are sending it to.
- 5.45 You may increase your chosen volume of MMS messages per month for your next calendar month of service by advising us in writing. We will aim to implement this change within 5 business days. You may not decrease your chosen volume of MMS messages per month below your initial chosen volume of MMS messages during the minimum contract term.
- 5.46 If you cancel your MMS Access Manager before the end of your contract period, early termination charges (ETCs) may be applied. ETCs will be calculated based on your minimum monthly commitment multiplied by the remaining months of your contract.

**Installation charges**

- 5.47 We will charge you the following installation charges:

Installation type	For customers who do not have SMS Access Manager		For customers who already have SMS Access Manager	
	GST excl.	GST incl.	GST excl.	GST incl.
Internet VPN	\$1800	\$1980	\$270	\$297
HTTP Connectivity	\$240	\$264	\$240	\$264

**Monthly usage charges (on and from 3 March 2010 for new customers and existing customers who upgrade to one of the new pricing plans set out in clauses 5.46 and 5.47 below)**

If you are an existing single rate customer (before 3 March 2010), you can choose to upgrade to a new pricing plan (in clauses 5.46 and 5.47) without incurring an early termination charge provided you commence a new minimum contract term and take up an equivalent or greater volume tier.

- 5.48 You may choose from the following single rate monthly usage charges.



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Single rate monthly usage charges												
volume of MMS messages per month	Kilobyte per MMS message											
	<50kB				51kB to 100kB				101kB to 300kB			
	On-net		Off-net		On-net		Off-net		On-net		Off-net	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
0 - 5000	26c	29c	34c	37c	28c	31c	36c	40c	31c	34c	42c	46c
5001 – 50,000	24c	26c	32c	35c	26c	29c	34c	37c	30c	33c	40c	44c
50,001 – 100,000	21c	24c	30c	33c	24c	26c	32c	35c	29c	32c	38c	42c
100,001 – 200,000	20c	22c	28c	31c	22c	24c	30c	33c	26c	29c	36c	40c
200,001 – 500,000	20c	22c	28c	31c	22c	24c	30c	33c	26c	29c	36c	40c
500,001 – 1,000,000	18c	20c	26c	29c	20c	22c	30c	33c	26c	29c	35c	38c
1,000,001 – 2,000,000	16c	18c	25c	27c	18c	20c	30c	33c	25c	27c	33c	36c
200,0001+	16c	18c	25c	27c	18c	20c	30c	33c	25c	27c	33c	36c
Minimum monthly commitment												
	GST excl.						GST incl.					
0 – 5000	\$0						\$0					
5,001 – 50,000	\$1,200						\$1,320					
50,001 – 100,000	\$11,000						\$12,100					
100,001 – 200,000	\$20,000						\$22,000					

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200,001 – 500,000	\$20,000	\$22,000
500,001 – 1,000,000	\$90,909	\$100,000
1,000,001 – 2,000,000	\$163,636	\$180,000
2,000,001+	\$163,636	\$180,000

5.49 You may choose from the following single rate with delivery reports monthly usage charges.

Single rate (with delivery reports) monthly usage charges												
volume of MMS messages per month	Kilobyte per MMS message											
	<50kB				51kB to 100kB				101kB to 300kB			
	On-net		Off-net		On-net		Off-net		On-net		Off-net	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
0 - 5000	27c	31c	35c	38c	29c	32c	37c	41c	32c	35c	43c	47c
5001 – 50,000	25c	27c	33c	36c	27c	30c	35c	38c	31c	34c	41c	45c
50,001 – 100,000	23c	25c	31c	34c	25c	27c	33c	36c	30c	33c	39c	43c
100,001 – 200,000	21c	23c	29c	32c	23c	25c	31c	34c	27c	30c	37c	41c
200,001 – 500,000	21c	23c	29c	32c	23c	25c	31c	34c	27c	30c	37c	41c
500,001 – 1,000,000	20c	21c	27c	30c	21c	23c	31c	34c	27c	30c	36c	39c
1,000,001 – 2,000,000	17c	19c	26c	28c	19c	21c	31c	34c	25c	28c	34c	37c
200,0001+	17c	19c	26c	28c	19c	21c	31c	34c	25c	28c	34c	37c

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Minimum monthly commitment		
	GST excl.	GST incl.
0 – 5000	\$0	\$0
5,001 – 50,000	\$1,200	\$1,320
50,001 – 100,000	\$11,000	\$12,100
100,001 – 200,000	\$20,000	\$22,000
200,001 – 500,000	\$20,000	\$22,000
500,001 – 1,000,000	\$90,909	\$100,000
1,000,001 – 2,000,000	\$163,636	\$180,000
2,000,001+	\$163,636	\$180,000

**Monthly usage charges (for existing customers before 3 March 2010 who do not upgrade to one of the new pricing plans set out in clauses 5.46 and 5.47 above)**

5.50 You may choose from the following single rate monthly usage charges.

Single rate monthly usage charges												
volume of MMS messages per month	Kilobyte per MMS message											
	<50kB				51kB to 100kB				101kB to 300kB			
	On-net		Off-net		On-net		Off-net		On-net		Off-net	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
0 - 5000	26.0¢	28.6¢	34.0¢	37.4¢	28.0¢	30.8¢	36.0¢	39.6¢	34.0¢	37.4¢	42.0¢	46.2¢
5001 – 50,000	24.0¢	26.4¢	32.0¢	35.2¢	26.0¢	28.6¢	34.0¢	37.4¢	32.0¢	35.2¢	40.0¢	44.0¢



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50,001 – 100,000	22.0¢	24.2¢	30.0¢	33.0¢	24.0¢	26.4¢	32.0¢	35.2¢	30.0¢	33.0¢	38.0¢	41.8¢
Greater than 100,000	20.0¢	22.0¢	28.0¢	30.8¢	22.0¢	24.2¢	30.0¢	33.0¢	28.0¢	30.8¢	36.0¢	39.6¢
<b>Minimum monthly commitment</b>												
	<b>GST excl.</b>						<b>GST incl.</b>					
0 – 5000	\$0						\$0					
5,001 – 50,000	\$1,200						\$1,320					
50,001 – 100,000	\$11,000						\$12,100					
Greater than 100,000	\$20,000						\$22,000					

5.51 You may choose from the following single rate with delivery reports monthly usage charges.

<b>Single rate (with delivery reports) monthly usage charges</b>												
<b>volume of MMS messages per month</b>	<b>Kilobyte per MMS message</b>											
	<b>&lt;50kB</b>				<b>51kB to 100kB</b>				<b>101kB to 300kB</b>			
	<b>On-net</b>		<b>Off-net</b>		<b>On-net</b>		<b>Off-net</b>		<b>On-net</b>		<b>Off-net</b>	
	<b>GST excl.</b>	<b>GST incl.</b>	<b>GST excl.</b>	<b>GST incl.</b>	<b>GST excl.</b>	<b>GST incl.</b>	<b>GST excl.</b>	<b>GST incl.</b>	<b>GST excl.</b>	<b>GST incl.</b>	<b>GST excl.</b>	<b>GST incl.</b>
0 - 5000	28.6¢	31.5¢	37.4¢	41.1¢	30.8¢	33.9¢	39.6¢	43.6¢	37.4¢	41.1¢	46.2¢	50.8¢
5001 – 50,000	26.4¢	29.0¢	35.2¢	38.7¢	28.6¢	31.5¢	37.4¢	41.1¢	35.2¢	38.7¢	44.0¢	48.4¢
50,001 – 100,000	24.2¢	26.6¢	33.0¢	36.3¢	26.4¢	29.0¢	35.2¢	38.7¢	33.0¢	36.3¢	41.8¢	46.0¢
Greater than 100,000	22.0¢	24.2¢	30.8¢	33.9¢	24.2¢	26.6¢	33.0¢	36.3¢	30.8¢	33.9¢	39.6¢	43.6¢



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<b>Minimum monthly commitment</b>		
	<b>GST excl.</b>	<b>GST incl.</b>
0 – 5000	\$0	\$0
5,001 – 50,000	\$1,320	\$1,452
50,001 – 100,000	\$12,100	\$13,310
Greater than 100,000	\$22,000	\$24,200

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**6 Alpha-Numeric Service**

**What is the Alpha-Numeric Service?**

6.1 The alpha-numeric source address service lets you send SMS and MMS messages with alpha-numeric source address tags (“Alpha-Numeric Address Tags”). These Alpha-Numeric Address Tags appear instead of the standard return phone number on the SMS/MMS recipient’s mobile phone.

**Eligibility**

6.2 You can only use the Alpha-Numeric Service if you are connected to either Telstra’s SMS Access Manager or MMS Access Manager service.

**Alpha-Numeric service terms**

6.3 You acknowledge that Alpha-Numeric Address Tags are not compatible with all mobile phones, and that we do not promise the Alpha-Numeric Service will work on all mobile phones.

6.4 You can only use valid Alpha-Numeric Address Tags for the Alpha-Numeric Service. To be valid, an alpha-numeric address tag must:

- contain between one and eleven characters (inclusive);
- contain standard ASCII (American Standard Code for Information Interchange) characters and numbers; and



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- if you are connected to SMS Access Manager, include at least one letter of the alphabet (upper case or lower case).
  - if you are connected to MMS Access Manager, begin with a letter of the alphabet (upper case or lower case).
- 6.5 You acknowledge that the recipient of an SMS or MMS with an Alpha-Numeric Address Tag will not be able to directly reply to that message as the Alpha-Numeric Address Tag is not a valid telephone number.
- 6.6 You acknowledge that we may view and audit your Alpha-Numeric Service and your actual or proposed use of Alpha-Numeric Address Tags, at any time by telling you (in writing).
- 6.7 You acknowledge that we may suspend, cancel or limit your use of any Alpha-Numeric Address Tag:
- if we suspect that your use is a breach of any law, regulation, promise or a third party's rights; or
  - to comply with any law or request of law enforcement agencies.
- 6.8 You promise that any Alpha-Numeric Address Tag you use will not impact on the rights of any third party, including any intellectual property rights. You must get permission to use an Alpha-Numeric Address Tag that is a trade mark or in which copyright subsists from the trade mark or copyright owner before using that Alpha-Numeric Address Tag. You promise that your use of Alpha-Numeric Address Tags will not breach any other laws or regulations.
- 6.9 You promise that you will tell us as soon as you become aware of any actual, potential or suspected breach of any law, regulation or promise as a result of your use of Alpha-Numeric Address Tags.
- 6.10 In addition to any other rights we may have, you acknowledge that we may, without telling you, suspend or cancel providing either your Alpha-Numeric Service, your entire SMS Access Manager Service or your entire MMS Access Manager Service as soon as we become aware of:
- an actual, potential or suspected breach of any law, regulation or promise relating to your use of the Alpha-Numeric Service;
  - an excessive number of complaints relating to your use of the Alpha-Numeric

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Service; or

- any actual, potential or suspected adverse regulatory consequences of the Alpha-Numeric Service.

### **Charges**

6.11 There are no additional SMS or MMS charges for using the Alpha-Numeric Service.

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## **7 Telstra Desktop Messaging**

### **What is Telstra Desktop Messaging?**

7.1 Telstra Desktop Messaging lets you send SMS, MMS and Video messages (“Messages”) to mobile services directly from email applications. The service also allows you to download and install a PC client to access certain features. For information about features, please go to: [Telstra.com/business/desktopmessaging](http://Telstra.com/business/desktopmessaging).

7.2 The service is available to customers who:

- (a) take up a Pay-As-You-Go service linked to an existing Telstra Mobile Postpaid plan;
- (b) have entered into an eligible Telstra Desktop Messaging Flexiplan or a Pay-As-You-Go service; and
- (c) have internet access which enables them to access and use the Telstra website or any other email account.

### **Web site conditions of use**

7.3 You and people authorised by you are permitted to access and use the web site for the sole purpose of accessing and using the Telstra Desktop Messaging service, subject to the terms and conditions of your agreement with us including the terms of use for telstra.com.

7.4 You must take all reasonable steps to ensure that your password and username and the passwords and usernames of people authorised by you are not disclosed to a third party or compromised in any way.

7.5 You must comply with, and ensure that people authorised by you comply with, your obligations under the terms and conditions of your agreement with us.

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#### Your obligations and records

- 7.6 We grant you a non-exclusive, non-transferable, worldwide right to use the service solely for your own internal business purposes, subject to the terms and conditions of your agreement with us. All rights not expressly granted to you are reserved.
- 7.7 You must provide all information and assistance as is reasonably required by us in order to enable us to meet our obligations under the terms and conditions of your agreement with us. If you fail to meet to your obligations under this clause, it will constitute a material breach of these terms.
- 7.8 You must:
- (a) obtain and maintain the telecommunications services and any third party software necessary to access and use the service;
  - (b) ensure that the use of such services and software does not breach any of your legally enforceable obligations or any law;
  - (c) ensure that the information you provide to us on the application form is accurate;
  - (d) ensure that you are authorised and have all necessary consents, licences and permits to receive the service and comply with your obligations under your agreement with us; and
  - (e) ensure that you are not in breach of any legally enforceable obligation or in breach of any law in entering into your agreement with us.
- 7.9 You must not:
- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the service in any way;
  - (b) modify or make derivative works based upon the service;
  - (c) reverse engineer or access the service in order to:
    - (i) build a competitive product or service;
    - (ii) build a product using similar ideas, features, functions or graphics of the service; or
    - (iii) copy any ideas, features, functions or graphics of the service;

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- (d) interfere with or disrupt the integrity or performance of the service or the data contained therein;
- (e) attempt to gain unauthorised access to the service or its related systems or networks;
- (f) use the service for any illegal purpose or in a way contrary to any law, (including any codes of conduct or industry codes) including:
  - (i) sending or storing infringing, obscene, threatening, libellous or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;
  - (ii) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
  - (iii) using the service in a way that may result in the misuse of a third party's confidential information;
  - (iv) using the service to infringe any third party rights including intellectual property rights;
- (g) delete another's data from the service without permission;
- (h) use the service to harass any person or cause damage or injury to any person or property;
- (i) use the service for a purpose that a reasonable person may consider is offensive;
- (j) represent that we are involved in or endorse the production of content sent by you using the service;
- (k) use the service to impersonate another person or entity;
- (l) use the service to send a marketing message which is within the meaning of the Spam Act 2003 ("**Marketing Message**") to any person unless:
  - (i) the recipient has first consented to receiving the marketing message; and
  - (ii) the recipient is provided with a means to opt-out of receiving such a marketing message within the marketing message; and
  - (iii) the marketing message includes a clear identification of the source or originating entity of the marketing message to enable the recipient to

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- determine who sent the marketing message; and
- (iv) the marketing message includes accurate information about how the recipient can readily contact the sender; and
  - (v) the marketing message includes any other information which may be required by law; or
- (m) use, or facilitate the use of, the service in any way for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.
- 7.10 You must notify us of all problems with the service as soon as you become aware of such fault or problem. You must not attempt to rectify or permit any other person to attempt to rectify such fault. If you or a third party permitted by you interferes with or attempts to rectify the service without our written approval, you will be liable for any damage to, or the costs and expenses of rectifying, the service.
- 7.11 You must notify us of all problems with the service as soon as you become aware of such fault or problem. You must not attempt to rectify or permit any other person to attempt to rectify such fault. If you or a third party permitted by you interferes with or attempts to rectify the service without our written approval, you will be liable for any damage to, or the costs and expenses of rectifying, the service.
- 7.12 We may delete any SMS, MMS, video message or other message that is:
- (a) sent by you by means of the service from three months after the date on which you sent it; or
  - (b) received by you by means of the service from twelve months after the date on which you received it.
- 7.13 You agree to allow us to copy and paste logos, colour backgrounds and associated features of your website to the extent necessary to allow us to customise the web interface of your service.

### **Limitations of service**

- 7.14 SMSs, MMSs and voice messages may not be successfully terminated, or terminated in a timely manner, on an end-user's handset (including SMSs, MMSs or voice messages sent to mobile phones with end-users subscribed to international telecommunications carriers). This could be due to, for example, the end-user's handset not working properly, being switched off or out of range, the message storage space on the end-user's handset being full or where an end-user is overseas and the international telecommunications carrier has

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blocked SMS, MMS or video messages from us.

- 7.15 Other messages sent for conversion into SMSs, MMSs or voice messages for delivery to end-users may not be converted and delivered. This could be due to, for example, a problem with the end-user's Internet connection or email gateway, a problem with our network, or the end user not having sufficient credit to send a SMS, MMS or voice message or not having the correct permissions to send a SMS, MMS or video message.

#### **Privacy**

- 7.16 You must comply with Privacy Act 1988, the Spam Act 2003 (Cth), the Telecommunications Act 1997 (Cth), our privacy statement and any other legislation, principles, industry codes and policies relating to the handling of personal information (including the use and disclosure of personal information), whether or not you would otherwise be obliged to do so.

#### **Term and cancellation of your service**

- 7.17 The agreement between you and us will begin when we notify you that we have accepted your application form and will continue until it is cancelled.
- 7.18 In addition to any other cancellation rights we may have in Our Customer Terms, we may cancel your service at any time if there is evidence which suggests that you are using the service for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.
- 7.19 We may change or cancel the Telstra Desktop Messaging service at any time, but will give reasonable notice to you before any such change or cancellation takes effect.

#### **Subcontracting**

- 7.20 We may subcontract any of our obligations under your agreement with us to a third party without notice to you and without your consent.

#### **Access charge**

- 7.21 We charge you the following:
- a monthly access charge (which includes a specified value of included messages); and
  - a separate charge for each SMS, MMS or Video message sent in excess of the included message (which depends upon the monthly access charge paid).



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Monthly Access Charge		Value of included messages	SMS Price and Charge for each additional SMS		MMS Price and Charge for each additional MMS		Video message Price and Charge for each additional Video message	
GST Excl	GST Incl	GST Incl	GST Excl	GST Incl	GST Excl	GST Incl	GST Excl	GST Incl
\$0 – Pay As You Go (“PAYG”)		0	22.73¢	25¢	45.45¢	50¢	68.18¢	75¢
\$18.18	\$20	\$20	20.91¢	23¢	41.81¢	46¢	62.7¢	69¢
\$68.18	\$75	\$75	19.09¢	21¢	38.18¢	42¢	57.27¢	63¢
\$136.36	\$150	\$150	18.18¢	20¢	36.36¢	40¢	54.55¢	60¢
\$454.55	\$500	\$500	17.27¢	19¢	34.54¢	38¢	51.82¢	57¢

- 7.22 The feature known as ‘Company Inbox’ is not available to you if you choose to pay the \$0 – PAYG option.
- 7.23 We will treat an SMS, MMS or Video message sent to a group of people as an individual SMS, MMS or Video message sent to each of the group of people and we will charge you on this basis.
- 7.24 The charges for Telstra Desktop Messaging are based on SMS, MMS or Video messages sent, regardless of whether they have been delivered to the people you are sending them to.
- 7.25 When you apply for this service, you will receive some terms and conditions. The terms and conditions will set out charges for the service.
- 7.26 Any unused portion of included SMS, MMS or Video messages in any given month will not carry over to the next month.

## 8 Telstra Integrated Messaging

### What is Telstra Integrated Messaging?

- 8.1 Telstra Integrated Messaging provides an end to end messaging, connectivity and application development solution. Telstra Integrated Messaging lets you send SMS to mobile services directly from email applications and receive reply messages. The service

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also allows you to download and install a PC client to access certain features.

- 8.2 The service is available to Telstra post paid mobile customers who:
- (a) have entered into an eligible plan; and
  - (b) have internet access which enables them to access and use the Telstra website or any other email account.

#### **Web site conditions of use**

- 8.3 You and people authorised by you are permitted to access and use the web site for the sole purpose of accessing and using service, subject to the terms and conditions of your agreement with us.
- 8.4 You must take all reasonable steps to ensure that your password and username and the passwords and usernames of people authorised by you are not disclosed to a third party or compromised in any way.
- 8.5 You must comply with, and ensure that people authorised by you comply with, your obligations under the terms and conditions of your agreement with us.

#### **Your obligations and records**

- 8.6 We grant you a non-exclusive, non-transferable, worldwide right to use the service solely for your own internal business purposes, subject to the terms and conditions of your agreement with us. All rights not expressly granted to you are reserved.
- 8.7 You must provide all information and assistance as is reasonably required by us in order to enable us to meet our obligations under the terms and conditions of your agreement with us. If you fail meet to your obligations under this clause, it will constitute a material breach of these terms.
- 8.8 You must:
- (a) obtain and maintain the telecommunications services and any third party software necessary to access and use the service;
  - (b) ensure that the use of such services and software does not breach any of your legally enforceable obligations or any law;
  - (c) ensure that the information you provide to us on the application form is accurate;
  - (d) ensure that you are authorised and have all necessary consents, licences and

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permits to receive the service and comply with your obligations under your agreement with us; and

- (e) ensure that you are not in breach of any legally enforceable obligation or in breach of any law in entering into your agreement with us.

#### 8.9 You must not:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the service in any way;
- (b) modify or make derivative works based upon the service;
- (c) reverse engineer or access the service in order to:
  - (i) build a competitive product or service;
  - (ii) build a product using similar ideas, features, functions or graphics of the service; or
  - (iii) copy any ideas, features, functions or graphics of the service;
- (d) interfere with or disrupt the integrity or performance of the service or the data contained therein; or
- (e) attempt to gain unauthorised access to the service or its related systems or networks;
- (f) use the service for any illegal purpose or in a way contrary to any law, (including any codes of conduct or industry codes) including:
  - (i) sending or storing infringing, obscene, threatening, libellous or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;
  - (ii) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
  - (iii) using the service in a way that may result in the misuse of a third party's confidential information;
- (g) delete another's data from the service without permission;
- (h) use the service to harass any person or cause damage or injury to any person or

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- property;
- (i) represent that we are involved in or endorse the production of content sent by you using the service;
  - (j) use the service to impersonate another person or entity;
  - (k) use the service to send a marketing message which is within the meaning of the Spam Act 2003 (“**Marketing Message**”) to any person unless:
    - (i) the recipient has first consented to receiving the marketing message; and
    - (ii) the recipient is provided with a means to opt-out of receiving such a marketing message within the marketing message; and
    - (iii) the marketing message includes a clear identification of the source or originating entity of the marketing message to enable the recipient to determine who sent the marketing message;
    - (iv) the marketing message includes accurate information about how the recipient can readily contact the sender; and
    - (v) the marketing message includes any other information which may be required by law.
  - (l) use, or facilitate the use of, the service in any way for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.
- 8.10 You must notify us of all problems with the service as soon as you become aware of such fault or problem. You must not attempt to rectify or permit any other person to attempt to rectify such fault. If you or a third party permitted by you interferes with or attempts to rectify the service without our written approval, you will be liable for any damage to, or the costs and expenses of rectifying, the service.
- 8.11 We may delete any SMS or other message that is:
- (a) sent by you by means of the service from three months after the date on which you sent it; or
  - (b) received by you by means of the service from twelve months after the date on which you received it.

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#### Limitations of service

- 8.12 SMSs may not be successfully terminated, or terminated in a timely manner, on an end-user's handset (including SMSs sent to mobile phones with end-users subscribed to international telecommunications carriers). This could be due to, for example, the end-user's handset not working properly, being switched off or out of range, the message storage space on the end-user's handset being full or where an end-user is overseas and the international telecommunications carrier has blocked SMS from us.
- 8.13 Other messages sent for conversion into SMSs for delivery to end-users may not be converted and delivered. This could be due to, for example, a problem with the end-user's Internet connection or email gateway, a problem with our network, or the end user not having sufficient credit to send a SMS or not having the correct permissions to send a SMS.
- 8.14 An end-user who receives an email message converted from an SMS (**Email-SMS message**) can reply to the Email-SMS message by using the return mobile phone number that appears on their mobile handset for up to 7 days. After this 7 day period, any messages sent by the end-user to the sender will not be received as the return mobile phone number will be reallocated for use by another Email-SMS user.
- 8.15 WAP PUSH message format in TIM

The maximum number of standard characters of one standard SMS message is 160. Messages will be sent in two or more parts if the characters exceed 160.

A TIM WAP Push format message is limited to 115 standard characters for its URL and text message content combined. If more than 115 standard characters are entered, the message will be sent in two or more parts and will be appended at the recipient's end

#### Privacy

- 8.16 You must comply with Privacy Act 1988, the Spam Act 2003 (Cth), the Telecommunications Act 1997 (Cth), our privacy statement and any other legislation, principles, industry codes and policies relating to the handling of personal information (including the use and disclosure of personal information), whether or not you would otherwise be obliged to do so.

#### Term and cancellation of your service

- 8.17 The agreement between you and us will begin when we notify you that we have accepted your application form and will continue until it is cancelled.
- 8.18 In addition to any other cancellation rights we may have in Our Customer Terms, we may

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cancel your service at any time if there is evidence which suggests that you are using the service for the purpose of providing any warning or notification about a serious risk to the safety of persons or property.

- 8.19 We may change or cancel the Telstra Integrated Messaging service at any time, but will give reasonable notice to you before any such change or cancellation takes effect.

#### Subcontracting

- 8.20 We may subcontract any of our obligations under your agreement with us to a third party without notice to you and without your consent.

#### Access charge

- 8.21 We charge you the following:

- a monthly access charge (which includes a specified amount of included SMS); and
- a separate charge for each SMS message sent in excess of the included SMS (which depends upon the monthly access charge paid).

Plan	12 month plan				24 month plan				Number of Included Messages per month
	Monthly access charge		Charge for each additional SMS		Monthly access charge		Charge for each additional SMS		
	GST Excl	GST Incl	GST Excl	GST Incl	GST Excl	GST Incl	GST Excl	GST Incl	
<b>TIM 5000</b>	\$909.09	\$1,000	18.2¢	20¢	\$818.18	\$900	16.4¢	18¢	5,000
<b>TIM 10,000</b>	\$1,727.27	\$1,900	17.3¢	19¢	\$1,545.45	\$1,700	15.5¢	17¢	10,000
<b>TIM 50,000</b>	\$8,181.82	\$9,000	16.4¢	18¢	\$6,818.18	\$7,500	13.6¢	15¢	50,000
<b>TIM 100,000</b>	\$15,454.55	\$17,000	15.5¢	17¢	\$12,727.27	\$14,000	12.7¢	14¢	100,000
<b>TIM 250,000</b>	\$36,363.64	\$40,000	14.5¢	16¢	\$29,545.45	\$32,500	11.8¢	13¢	250,000
<b>TIM 500,000</b>	\$68,181.82	\$75,000	13.6¢	15¢	\$54,545.45	\$60,000	10.9¢	12¢	500,000



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<b>TIM 750,000</b>	\$95,454.55	\$105,000	12.7¢	14¢	\$75,000	\$82,500	10¢	11¢	750,000
<b>TIM 750K+</b>	\$109,090.91	\$120,000	10.9¢	12¢	\$90,909.09	\$100,000	9.1¢	10¢	1 million

- 8.22 We will treat an SMS sent to a group of people as an individual SMS sent to each person within that group and we will charge you on this basis.
- 8.23 The charges for Telstra Integrated Messaging are based on SMS sent, regardless of whether they have been delivered to the people you are sending them to.
- 8.24 Any unused portion of included SMS in any given month will not carry over to the next month.
- 8.25 At any time during your contract, you can change your plan to a higher or lower plan.

**Delivery Receipt**

- 8.26 You may choose to pay an additional delivery receipt fee (in addition to the cost of the SMS as outlined in 8.21) for each SMS message which is sent.

<b>Delivery receipt fee</b>	<b>GST excl.</b>	<b>GST incl.</b>
Delivery receipt charge for customers using Telstra Integrated Messaging Service.	1.8¢	<b>2¢</b>

**Connection fee and application modules**

- 8.27 We will charge you a connection fee which connects you to Telstra Integrated Messaging and provides you with basic interface access. For a trial period of 30 days from the connection date, you will have access to the following licences:
  - 20 SMS Mail Merge standard licences;
  - 5 SMS campaign manager licence;
  - 5 staff match licences; and
  - 20 authenticator licences.



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After the 30 day trial period has ended, these licences will expire and you can choose to purchase a bundled set of licences in accordance with 8.28.

Connection charge	GST excl.	GST incl.
Connection Charge for customers using Telstra Integrated Messaging Service	\$4,545.45	<b>\$5,000.00</b>

#### Additional Licence Annual fee

8.28 After the 30 day trial period as outlined in 8.27 has ended, you may choose to pay an annual fee which will provide you with the following licences:

- 20 SMS Mail Merge standard licences;
- 1 SMS campaign manager licence;
- 1 staff match licences; and
- 20 authenticator licences.

Optional Additional Licence fee	GST excl.	GST incl.
Annual Optional charge for customers using Telstra Integrated Messaging Service for additional licences	\$1,363.64 p.a.	<b>\$1,500.00 p.a.</b>

8.29 If you require further, or different, licences we will negotiate a separate fee for each further, or different, licence.

#### Special Offer

8.30 If you enter a 24 month contract for the TIM 50,000 plan or a higher plan, you will be eligible for a special offer for the first 6 months of the Telstra Integrated Messaging service (**Special Offer Period**). The special offer applies a per-SMS charge instead of the minimum monthly charge in 8.21.

8.31 After the special offer period the amounts we charge you will be those set out in 8.21.

8.32 At any time during the special offer period you can choose to revert to the charges in 8.21.

8.33 If you accept the special offer, you will be bound by all of the terms and conditions for Telstra Integrated Messaging, including those provided to you on application for Telstra



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Integrated Messaging, subject to any terms notified by us to you as part of the special offer.

Special Offer SMS rate	GST excl.	GST incl.
Special Offer charge per SMS for Telstra Integrated Messaging customers on TM 50,000 or TM 100,000 24 month plan.	13.6¢	15¢
Special Offer charge per SMS for Telstra Integrated Messaging customers on TM 250,000 or higher 24 month plan.	11.8¢	13¢

#### Free Trial

- 8.34 We may allow you to use the service for a limited time without charge (**Free Trial**). Subject to any terms notified by us to you, if we offer you a free trial, you will be allowed full access to the service for the number of days and number of SMS messages notified to you and you will be allowed to send the specified SMS messages during that time.
- 8.35 If you accept a free trial offer, you will be bound by the terms and conditions on which we agree to supply the service, except for the obligations regarding payment of charges.

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## 9 Premium SMS Services For Content Providers

- 9.1 Premium SMS Services For Content Providers lets you sell content or content services that are delivered via SMS to eligible customers. Eligible customers include post-paid mobile customers and, until 31 December 2004, pre-paid mobile customers registered with our Telstra Pre-Paid Plus service.
- 9.2 Under this service, you charge customers for the content or content services. We provide credit to the customer equal to the price that you charge and bill the customer for that amount. We pay you the price charged less agreed charges.
- 9.3 You must satisfy our eligibility requirements in order to use this service.
- 9.4 When you apply for this service, you will receive some terms and conditions. The terms and conditions will set out charges for the service. Our charges may vary depending on whether the service is provided to a post-paid mobile customer or a Telstra Pre-Paid Plus mobile customer.
- 9.5 We charge you the following charges for SMS you send to customers and customers send to you:

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SMS per month	Charge for each SMS sent to or from a mobile	
	GST excl.	GST incl.
1 – 10,000	20¢	<b>22¢</b>
10,001 – 50,000	14.5455¢	<b>16¢</b>
50,001 – 100,000	13.6364¢	<b>15¢</b>
100,001 – 250,000	12.7273¢	<b>14¢</b>
250,001 – 500,000	11.8182¢	<b>13¢</b>
500,000 +	10.9091¢	<b>12¢</b>

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**10 Mobile EFTPOS**

**What is Mobile EFTPOS?**

- 10.1 Mobile EFTPOS allows debit and credit card transactions to take place over our GSM network.
- 10.2 To use Mobile EFTPOS you need a Telstra Mobile GSM service and an agreement with your bank to arrange deposits of electronic funds to your bank account.

**Access to the service**

- 10.3 The Mobile EFTPOS Service is available throughout Australia, if network infrastructure is available. You can access the Mobile EFTPOS Service through our GSM network and Argent Dial Up Service Type 1 to your bank’s access number. Further details of the Argent Dial Up Service Type 1 are set out in [the Argent Services section of Our Customer Terms](#).
- 10.4 You must use equipment which complies with all relevant ACA technical requirements for connection to a mobile service. You must also use an EFTPOS terminal that we approve.

**Charges**

- 10.5 Your bank must pay the charges associated with the Argent Dial-up Service.



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10.6 We charge you the following for using EFTPOS services:

Mobile EFTPOS Charges	GST excl.	GST incl.
Peak: On connection	\$0.20	<b>\$0.22</b>
Peak: Each 30 seconds (charged per second)	\$0.15	<b>\$0.165</b>
Off-Peak: On connection	\$0.20	<b>\$0.22</b>
Off-Peak: Each 30 seconds (charged per second)	\$0.075	<b>\$0.0825</b>

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## 11 Telemetry SIM cards

### What are Telemetry SIM cards?

11.1 We allow certain service providers to use our GSM network in conjunction with telemetry applications that remotely monitor and control electronic devices. We also supply SIM cards to such service providers for use in electronic devices in conjunction with their telemetry application.

11.2 If you are a service provider and you satisfy our eligibility requirements, you may acquire Telemetry SIM cards from us and incorporate them in your telemetry application.

### Restrictions on use

11.3 Telemetry SIM Cards are for data calls only. You must not use a Telemetry SIM Card for making or receiving voice calls.

### Termination or suspension

11.4 We may terminate or suspend your use of Telemetry SIM Cards if you do not satisfy the eligibility requirements or if you use the Telemetry SIM cards for unauthorised purposes.

### Charges

11.5 We charge you the following for the supply of Telemetry SIM cards and data calls you make as part of a telemetry application. Any unused included calls and SMS are forfeited at the end of each month.

11.6 These charges are not exhaustive. You may also have to pay additional fees for other services provided by us in conjunction with Telemetry SIM cards. We charge you for all

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other call types or calls made to a service with another phone company at the applicable rates in Our Customer Terms.

<b>Telemetry SIM card</b>	<b>GST excl.</b>	<b>GST incl.</b>
Monthly access fee per Telemetry SIM card.	\$4	<b>\$4.40</b>
Included SMS and circuit switched data calls	\$4	<b>\$4.40</b>
Circuit Switched Data Calls		
On connection	Nil	<b>Nil</b>
Charges per minute or part thereof:		
Peak Period (7.00am-7.00pm, Mon.-Fri.)	30¢	<b>33¢</b>
Off-Peak Period (All Other Times)	14¢	<b>15.4¢</b>
Fees for each SMS sent to or from a Telstra mobile service		
Peak Period (7.00am-7.00pm, Mon.-Fri.)	14¢	<b>15.4¢</b>
Off-Peak Period (All Other Times)	8¢	<b>8.8¢</b>
Fees for each SMS sent to a non-Telstra mobile service – at all times	22.73¢	<b>25¢</b>

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**12 VPN Extension**

**Not available to new connects from 22 Jan 2002**

- 12.1 VPN Extension lets you choose a number of Telstra fixed and mobile services in a defined user group. The mobile services within the user group will be able to call other fixed and mobile services in the same user group using abbreviated dialling.
- 12.2 You must use VPN Extension for at least 12 months from the date of activation.
- 12.3 Mobile phone calls are routed through the most suitable base station. At different times, the network may treat calls made from the same or similar areas as being made from within different mobile service areas. This may cause some changes over time for some customers in determining which calls are included in location based on-net calls.



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#### Charges

- 12.4 If you spend at least \$275,000.00 (GST incl.) on all A party mobile services during a 12 month period, you will also receive discounted call charges for mobile calls within the same user group.

#### Activation charges

- 12.5 We charge you the following for VPN Extension. The applicable activation charge is set out in [Part A – General of the Telstra Mobile section of Our Customer Terms](#). Flexi-Plan Standard is set out in [Part B – Pricing Plans \(no longer available\) of the Telstra Mobile section of Our Customer Terms](#).

VPN Extension Activation Charges		
Activation charge (per A party mobile service)	Applicable activation rates	
	GST excl.	GST incl.
Access charge (per month, per A party mobile service)	\$10.00	<b>\$11.00</b>
Minimum call charges (per month per A party mobile service)	\$25.00	<b>\$27.50</b>
Location based on-net calls	The applicable call charges under Flexi-Plan Standard and for other call types <b>less a 10% discount</b>	
User group on-net calls	The applicable call charges under Flexi-Plan Standard and for other call types <b>less a 5% discount</b>	
Off-net calls	The applicable call charges under Flexi-Plan Standard and for other call types <b>(no discount is applied)</b>	
International roaming calls (where either party is using an international roaming service)	The applicable call charges for an off-net call (see above)	

#### Alteration and disconnection charges

- 12.6 We charge you the following whenever a change or move is made, including:

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- adding a service to a user group;
- removing a service from a user group (other than by disconnection); and
- moving an A party mobile service from one abbreviated dialling plan to another within the same user group.

<b>VPN Extension Alteration and Disconnection</b>	<b>GST excl.</b>	<b>GST incl.</b>
Charge for moves and alterations to the service (each alteration or move)	\$5.00	<b>\$5.50</b>
Minimum charge for moves and alterations requested and occurring at the same time	\$50.00	<b>\$55.00</b>
Disconnection for any reason of an A party mobile service  (Disconnection includes a service ceasing to be a Telstra service or ceasing to be included in a user group associated with the customer)	\$100.00	<b>\$110.00</b>

**Special meanings**

12.7 In this clause:

**A party mobile service** means a service included as such in a user group.

**B party mobile service** means a service included as such in a user group.

**fixed service** means a Telstra fixed service included as such in a user group.

**location based (on-net) calls** means a call made from an A party mobile service to:

- another A party mobile service within the same user group;
- B party mobile service in the same user group where our network considers that both the A party mobile service and B party mobile service are in the same mobile service area at the time of the call; or
- a Fixed Service included in the same user group where our network considers that the A party mobile service is in a mobile service area corresponding to the



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standard charging zone in which the fixed service is located.

**off-net calls** means a call made from an A Party Mobile Service which is not a location based (on-net) call or a user group on-net Call.

**user group on-net calls** means a call from an A party mobile service in a particular user group (which is not a location based (on net) call) to:

- another A party mobile service in the same user group;
- a B party mobile service in the same user group; or
- a fixed service in the same user group.

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## 13 Telstra Mobility Fleet Care Service

### What is the Telstra Mobility Fleet Care Service?

- 13.1 A Telstra Mobility Fleet Care Service is a mobile fleet management solution that can provide enhanced service management and support for your mobile services throughout Australia.
- 13.2 Your Telstra Mobility Fleet Care Service can only be used to manage and support the mobile services you connect with us (and that remain connected) in your own name.
- 13.3 Eligible customers can choose one of the following Telstra Mobility Fleet Care Service options:
- (a) Telstra Mobility Fleet Care; or
  - (b) Telstra Mobility Fleet Care Plus.
- 13.4 You may only activate one of the above service options. You must activate the service option that you choose across all of the mobile voice services that you have connected with us.
- 13.5 If you have mobile services other than mobile voice services connected with us, you may activate your chosen service option across those additional mobile services (for example mobile data services). If you choose to activate your service option for additional mobile services, the service option must be activated across all of those additional mobile services that you have connected with us.

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#### Eligibility

- 13.6 Not all customers are eligible for Telstra Mobility Fleet Care or Telstra Mobility Fleet Care Plus.
- 13.7 You are only eligible for a Telstra Mobility Fleet Care Service if you have:
- (a) an ABN, ACN or ARBN; and
  - (b) it is specified in your current agreement with us that you are eligible for a Telstra Mobility Fleet Care Service, or you are a Telstra Business Managed customer and we specifically invite you to take up a Telstra Mobility Fleet Care Plus Service.
- 13.8 To be eligible for Telstra Mobility Fleet Care Plus your mobile services must be exclusively managed by us and not by any third party, including a dealer.
- 13.9 If you ask us, we will tell you if you are only eligible for Telstra Mobility Fleet Care or Telstra Mobility Fleet Care Plus.

#### Telstra Mobility Fleet Care

- 13.10 If you choose the Telstra Mobility Fleet Care option, your Telstra Mobility Fleet Care Service will consist of the following service components which are each described in more detail below:
- (a) Mobility Help Desk;
  - (b) Order Management;
  - (c) Mobile Device Repair Management;
  - (d) Problem Management;
  - (e) Security Management;
  - (f) Standard Reporting; and
  - (g) the option to receive the Mobility Fleet Managed Bill Reporting System (if you choose to add this service to the Telstra Mobility Fleet Care Service it will be at an additional charge).

as described below.



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#### **Telstra Mobility Fleet Care Plus**

13.11 If you choose the Telstra Mobility Fleet Care Plus option, your Telstra Mobility Fleet Care Service will consist of the following service components which are each described in more detail below:

- (a) Mobility Help Desk;
- (b) Order Management;
- (c) Mobile Device Repair Management;
- (d) Problem Management;
- (e) Security Management;
- (f) Standard Reporting;
- (g) Enhanced Reporting;
- (h) Dedicated points of contact specific to your organisation; and
- (i) Mobility Fleet Managed Bill Reporting System

as described below.

#### **Mobility Help Desk**

- 13.12 We will deliver your Telstra Mobility Fleet Care Service via a help desk that you can contact in Australia through your nominated Mobility Help Desk number or through your nominated email address for electronic Mobility Help Desk enquiries (**Mobility Help Desk**).
- 13.13 On request, we will supply a number to you for international calls to the Mobility Help Desk.
- 13.14 The Mobility Help Desk will only take requests for orders and activations from your authorised representative.
- 13.15 Where we believe that there is a genuine emergency or life threatening event, the Mobility Help Desk may activate a service request or order that is not made by your authorised representative. You agree that we may activate a service request in these circumstances. Your authorised representative will be notified if this occurs.

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- 13.16 Your end users can make direct requests to the Mobility Help Desk in relation to the following service components:
- (a) Mobile Device Repair Management;
  - (b) Problem Management relating to the end user's mobile device only; and
  - (c) Security Management relating to the end user's mobile device only.
- 13.17 You may log requests with the Mobility Help Desk 24 hours a day 7 days a week. The full range of Mobility Help Desk support will be available in relation to your chosen Telstra Mobility Fleet Care Service during business hours. Outside business hours your Mobility Help Desk will only provide support in relation to the following:
- (a) service barring and unbarring (including for lost and stolen mobile devices);
  - (b) PUK code resets;
  - (c) temporary service suspensions;
  - (d) applying calling diversions;
  - (e) applying international roaming capability and international Messagebank; and
  - (f) initial fault diagnosis for network and mobile device faults.

We will log any other items reported outside business hours and refer those items for further action during business hours on the next business day.

**"business hours" has the special meaning set out in clause 1.89 at the end of this section.**

- 13.18 If you choose Telstra Mobility Fleet Care Plus we will allocate you:
- (a) a 1800 number that is specific to your organisation for calls within Australia. We will answer all calls within Australia to the Mobility Help Desk in your organisation's name; and
  - (b) a dedicated email address specific to your organisation for electronic Mobility Help Desk enquiries.

#### **Order Management**

- 13.19 We will manage and coordinate your mobile service requests (including orders for new

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mobile services, activation requests, change requests and disconnection requests) by:

- (a) providing management of your request (including managing the delivery of any mobile devices or accessories ordered by you);
- (b) processing any completed order forms that you submit to us;
- (c) liaising with our technical areas as needed;
- (d) on request, providing you with updates on the status of your request; and
- (e) confirming completion of your request.

13.20 You may order new mobile services, including mobile devices and accessories from us by:

- (a) contacting the Mobility Help Desk by email; or
- (b) accessing one of our online procurement websites.

13.21 You understand that you may only order mobile services (including mobile devices and accessories) available under the approved plans that you have connected with us.

13.22 You understand that additional terms and conditions will apply to your use of the online procurement website.

13.23 You may select your device configuration requirements from Telstra's standard procedures for the activation of new mobile services (for example, automatic activation of international roaming or automatic barring of calls to 1900 numbers). We will activate your new mobile services according to your selected configuration requirements. You may request changes to the selected configuration requirements.

#### **Mobile Device Repair Management**

13.24 We will manage the repair and service of your mobile devices.

13.25 If you believe that you have a fault with your mobile device, you can contact the Mobility Help Desk.

13.26 We will undertake a preliminary assessment over the phone. If we cannot fix your mobile device over the phone we will arrange for your device to be returned to us so that we can inspect it.

13.27 If we inspect your mobile device and determine that there is no fault, then we may charge

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you the reasonable costs we have incurred.

- 13.28 If we do find a fault and your mobile device is still under warranty, we will either repair and return it, or replace it.
- 13.29 If we do find a fault, but your mobile device is out of warranty, we will give you an estimate of how much it will cost to repair. If you decide not to proceed we may charge you the reasonable costs we have incurred.
- 13.30 If you decide to proceed with repair of a mobile device that is out of warranty, we will tell you the price for completing the repairs when the repairs are complete.
- 13.31 The time taken for repair and return of phones will differ on a case by case basis.

#### **Problem Management**

- 13.32 We will manage and coordinate the resolution of problems relating to your mobile services and/or mobile devices and accessories by:
- (a) providing management of the reported problem;
  - (b) performing problem diagnosis;
  - (c) liaising with our technical areas as needed;
  - (d) on request, providing you with updates on the status of your request; and
  - (e) confirming completion of your request.

#### **Security Management**

- 13.33 If one of your mobile devices is lost or stolen, the Mobility Help Desk can arrange network barring. The Mobility Help Desk can also manage the temporary suspension of the affected mobile service and manage the activation and delivery of a replacement SIM card.
- 13.34 If you ask us to, we can also arrange temporary call barring for your mobile service(s), including call barring for international calls.

#### **Standard Reporting**

- 13.35 On request, we will provide the following reports to you:

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- (a) a report which outlines all mobile service connections within your mobile fleet for the preceding month; and/or
- (b) a report which outlines all mobile service disconnections within your mobile fleet for the preceding month; and/or
- (c) a report which provides a directory of your mobile service end users (including names and mobile phone numbers) for the preceding month.

We will confirm the frequency of your reports when you request them from us.

#### **Enhanced Reporting**

13.36 If you choose Telstra Mobility Fleet Care Plus, in addition to the Standard Reporting, we will also provide the following reports to you on a monthly basis:

- (a) details of the devices, pricing plans and features that are attached to each service for the preceding month; and
- (b) details of each Mobility Help Desk order and delivery placed by you for the preceding month.

#### **Receiving Reports**

13.37 From time to time we will tell you the format and file size for the reports that we provide to you.

13.38 It is your responsibility to ensure that your firewall and file size limits allow for delivery of the reports and that your email inbox has capacity to receive the reports.

#### **Mobility Fleet Managed Bill Reporting System**

13.39 If you choose the Mobility Fleet Care Service option, in order to be eligible to add the Mobility Fleet Managed Bill Reporting System, you must be exclusively managed by us and not by any third party, including a dealer.

13.40 The Mobility Fleet Managed Bill Reporting System described below will be available on and from 16 September 2009.

13.41 On request, we will provide you with an online telecommunications bill reporting tool that provides information on your usage of our mobile services and is accessed via the Online Information Management System (**Mobility Fleet Managed Bill Reporting System**). It is comprised of the following three components:

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- (a) Bill Reporting;
- (b) Online Information Management System (OIMS); and
- (c) Service Inventory Management (SIM).

#### **Bill Reporting**

13.42 Bill Reporting is an online bill reporting and analysis tool which allows Users to:

- (a) generate and view standard reports from the Bill Data up to the maximum number of standard bill reports (we will tell you the maximum number of standard bill reports when you request the Mobility Fleet Managed Bill Reporting System); and
- (b) download Bill Data in CSV or Excel format.

13.43 Customised and additional bill reports may also be available at an additional cost.

#### **Online Information Management System (OIMS)**

13.44 OIMS is an online web portal which provides:

- (a) access to Bill Reporting and Service Inventory Management;
- (b) a knowledge repository for up to 30 documents. Additional documents can also be stored at an additional cost;
- (c) hosting for additional links to other websites as agreed between you and us; and
- (d) hosting for management reports which we may agree to generate at your request.

#### **Service Inventory Management (SIM)**

13.45 SIM is an online inventory management tool that is accessed via the OIMS which:

- (a) contains a list of all services under your Nominated Accounts;
- (b) provides Users with the ability to edit fields such as the inventory list (which details any changes to data held in SIM), service description and installation date, in accordance with system permissions; and
- (c) enables Users to apportion services across several business units/cost centres.

#### **Training**

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13.46 We will provide online User Mobility Fleet Managed Bill Reporting System training and help which may be accessed by all Users. We can provide additional training, including training on-site, at an additional cost.

#### Help Desk

13.47 If a User requires assistance with resolving any problems and faults relating to the Mobility Fleet Managed Bill Reporting System, they can contact your Mobility Help Desk during business hours.

#### Service Planning and Implementation

13.48 To enable us to provide the Mobility Fleet Managed Bill Reporting System, you must, at our request, provide us with:

- (a) a complete list of your billing hierarchy and costs centre in an agreed electronic format and any business rules relating to the apportionment of charges against multiple cost centres; and
- (b) all reasonable assistance in relation to the Mobility Fleet Managed Bill Reporting System.

13.49 You give us a licence to use any database that you provide in relation to the Mobility Fleet Managed Bill Reporting System for the purpose of providing and improving the Mobility Fleet Managed Bill Reporting System (including developing training programs).

13.50 Once you have supplied us with all the necessary information and assistance we require, as set out above, we will meet with you to agree a timetable for implementation of the Mobility Fleet Managed Bill Reporting System, including any additional features or services you require and agreed by us (additional features and services will be subject to additional cost).

#### Limitations of the Mobility Fleet Managed Bill Reporting System

13.51 We will use reasonable efforts to make the Mobility Fleet Managed Bill Reporting System available to you but do not guarantee that it will be continuous or fault free.

13.52 We may provide you with copies of Bill Data in formats advised to you from time to time.

13.53 You acknowledge that there may be a delay between an invoice and the receipt of Bill Data by the Mobility Fleet Managed Bill Reporting System. A delay will not extend any payment period set out in an invoice.

13.54 You must not rely on the Bill Data and information or reports produced by Mobility Fleet

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Managed Bill Reporting System. Your charges will be invoiced separately in accordance with the terms of your agreement with us.

- 13.55 The Bill Data and information or reports produced by Mobility Fleet Managed Bill Reporting System may be inaccurate or not up to date (for example, it may not reflect adjustments to your accounts until we have received cleared funds from you, service level credits made to your account, your failure to correct remittance details or a dishonoured payment).

#### Security and Users

- 13.56 When we transmit data to you electronically we will use secure socket layers with 128 bit encryption and we will keep all Bill Data behind our standard firewall.

- 13.57 We will provide a User ID and Password for each User to enable the User to access the Mobility Fleet Managed Bill Reporting System (User ID and Password).

- 13.58 You must:

- (a) nominate a number of Users up to the maximum number of Users (the maximum number of Users is 10). We may provide access to the Mobility Fleet Managed Bill Reporting System for additional Users above the maximum number of Users (an additional fee applies for additional Users nominated by you);
- (b) ensure that the Mobility Fleet Managed Bill Reporting System is used only by Users using a valid User ID and Password allocated to that User;
- (c) ensure that each User keeps their User ID and Password secret, does not send or disclose its User ID or Password to any other person or entity, and does not store it in any form (whether coded or unencoded) in a location where it is capable of being copied, read or used by any other person;
- (d) without limiting the above, keep any computer on which any User ID and Password is stored, physically secure and take all necessary precautions (including, without limitation, when downloading and running third party programs from the Internet) to protect any computer from viruses or programs which might make the User ID and Password on the computer accessible to third parties;
- (e) comply with all our reasonable directions in relation to access and use of the Mobility Fleet Managed Bill Reporting System, including User ID and Password; and
- (f) use the Mobility Fleet Managed Bill Reporting System only for your internal



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business purposes.

13.59 You are responsible for all use of the Mobility Fleet Managed Bill Reporting System using a User ID and Password, whether by yourself, Users or anyone else.

13.60 You must immediately notify us by calling the Mobility Help Desk if:

- (a) any of your details change;
- (b) a User ceases to be authorised to use the Mobility Fleet Managed Bill Reporting System;
- (c) you become aware that any User ID and Password has been lost, stolen, compromised (including a third party obtaining access to a private key) or becomes known to a third party; or
- (d) you become aware of any unauthorised use of any User ID and Password.

Notice provided by you in accordance with the above does not release you from any of your responsibilities under this clause.

#### **Your obligations**

13.61 You must acquire and maintain, at your cost, all equipment, software and services that you need to use the Mobility Fleet Managed Bill Reporting System. The minimum browser specification to access the Mobility Fleet Managed Bill Reporting System is Microsoft Internet Explorer 6.0. Other browsers are not supported. We may notify you from time to time of updated equipment, software and service requirements and the date from which those new requirements will come into effect.

13.62 You must not use, or permit the Mobility Fleet Managed Bill Reporting System to be used:

- (a) in any way contrary to the terms of this clause;
- (b) by anyone other than Users;
- (c) for any activities which breach any laws, regulations, industry codes or standards, or infringe any third party rights;
- (d) to produce reports or information for use by anyone other than yourself; or

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(e) to access information that does not relate to you.

- 13.63 You must not resell or resupply the Mobility Fleet Managed Bill Reporting System.
- 13.64 We may limit, suspend or cancel the Mobility Fleet Managed Bill Reporting System at any time without notice to you if you breach the above obligations.
- 13.65 To avoid any doubt, Bill Data and any reports provided by us in relation to the Mobility Fleet Managed Bill Reporting System is our Confidential Information.

**Fees and charges**

13.66 We will charge you the following fees and charges for your Telstra Mobility Fleet Care Service:

Telstra Mobility Fleet Care Service	Fees and charges (per month, per mobile service)	
	GST excl.	GST incl.
Telstra Mobility Fleet Care	\$0	\$0
Telstra Mobility Fleet Care with Managed Fleet Billing and Reporting System	\$2.00	\$2.20
Telstra Mobility Fleet Care Plus	\$5.00	\$5.50

- 13.67 We will count each separate SIM activated on a Telstra Mobility Fleet Care Service as a separate mobile service. Charges will be applied for each separate mobile service (where charges are applicable).
- 13.68 You understand that the charges for your Telstra Mobility Fleet Care Service are in addition to any fees or charges payable by you for your mobile devices and services.

**Change to your Telstra Mobility Fleet Care service option**

13.69 You can ask us at any time if you would like to change from Telstra Mobility Fleet Care to Telstra Mobility Fleet Care Plus for the remainder of the term of your agreement with us.



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13.70 We do not have to agree.

13.71 If we do agree, the terms and conditions in this section relating to Mobility Fleet Care Plus will apply to your service for the remainder of the term of your agreement with us.

#### **Cancellation and Termination**

13.72 We may cancel your Telstra Mobility Fleet Care Service on 7 days notice if you do not maintain the eligibility described in 1.7 or 1.8, or as otherwise set out in your agreement with us.

13.73 You may cancel your Telstra Mobility Fleet Care Service at any time by giving us 30 days written notice.

13.74 If your Telstra Mobility Fleet Care Plus Service is cancelled Early Termination Charges may apply under the terms of your agreement with us.

13.75 If your Mobility Fleet Managed Bill Reporting System is cancelled or your Telstra Mobility Fleet Care Service is cancelled (for any reason) you must:

- (a) immediately cease using the Mobility Fleet Managed Bill Reporting System;
- (b) immediately delete all User IDs and Passwords and any copies of them that are in your possession and/or control; and
- (c) ensure that each User immediately deletes all copies of all User IDs and Passwords in its possession and/or control.

#### **Service Assurance**

13.76 We will try, but do not promise, to meet the following service level targets.

13.77 The following service level targets will not apply if you order mobile devices, services or activations through any delivery channel other than the Mobility Help Desk.

Service	Service Level Targets
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Service	Service Level Targets
<p>Value Added Service (VAS) activation and SIM card activation on existing customer account (not including delivery or new account creation)</p> <p>For the purpose of this service level target, a value added service is any non-standard mobile service or feature which we can activate at your request.</p>	<p>Activation of VAS and SIM card within</p> <ul style="list-style-type: none"> <li>• 2 hours of the Mobility Help Desk receiving the activation request for Mobility Fleet Care;</li> <li>• 1 hour of the Mobility Help Desk receiving the activation request for Mobility Fleet Care Plus</li> </ul> <p>provided that:</p> <ul style="list-style-type: none"> <li>(a) the Mobility Help Desk receives the request by telephone during business hours;</li> <li>(b) you do not request more than 5 value added service activations or new SIM card activations at the same time;</li> <li>(c) the activation request relates to a mobile service that is on an existing Telstra mobile account (i.e. excludes new account creation as part of the SIM activation);</li> <li>(d) you have previously authorised us to activate VAS and SIM cards by telephone;</li> <li>(e) the request is made by your authorised representative; and</li> <li>(f) all Telstra systems necessary for VAS and SIM card activation are available.</li> </ul> <p><b>Note:</b> This service level target <b>only</b> applies to requests received by telephone</p>
<p>Order entry</p>	<p><b>For 95% of orders for new mobile devices or accessories:</b></p> <p>entry of orders within:</p> <ul style="list-style-type: none"> <li>• 4 hours of the Mobility Help Desk receiving the completed email order for Mobility Fleet Care</li> <li>• 2 hours of the Mobility Help Desk receiving the completed email order for Mobility Fleet Care Plus</li> </ul> <p>provided that the Mobility Help Desk receives the completed email request by</p> <ul style="list-style-type: none"> <li>• 2pm (AEST) on a business day</li> </ul> <p><b>Note:</b> This service level target <b>only</b> applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>



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Service	Service Level Targets
<p>Mobile device delivery for up to 100 new service connections</p> <p>(For orders of mobile devices and accessories for more than new service connections we will discuss and agree a delivery time with you. This target will not apply.)</p>	<p><b>For delivery of 95% of new mobile devices</b></p> <p>Provided the Mobility Help Desk receives your completed email order on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> areas – next business day following receipt of your order.</li> <li>• Delivery to <b>Regional</b> areas – within 2 business days following receipt of your order.</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target <b>only</b> applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

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Service	Service Level Targets
<p>Faulty mobile device repairs</p>	<p><b>For 95% of faulty mobile devices:</b></p> <p>Repair and delivery</p> <ul style="list-style-type: none"> <li>• in <b>Metropolitan</b> areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre</li> <li>• in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> <li>• replacement parts are not available for your mobile device from the mobile device manufacturer;</li> <li>• the Mobility Help Desk determines that your mobile device needs to be returned to the mobile device manufacturer for repair.</li> </ul> <p>This service level target <b>only</b> applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>
<p>Installation of in-car kits</p>	<p>Installation during business hours (in the state where installation will take place) only:</p> <ul style="list-style-type: none"> <li>• in <b>Metropolitan</b> areas – within 5 business days following receipt of your order</li> <li>• in all other areas – within 7 business days following receipt of your order</li> </ul> <p>provided that the Mobility Help Desk receives the order by email during business hours.</p> <p>This service level target <b>does not apply</b> if you are not available and in attendance at the time of installation.</p> <p><b>Note:</b> This service level target <b>only</b> applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p> <p>This service level target is subject to the installers having the appointment times free to perform the car kit installs, and is subject to availability of stock.</p>



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Service	Service Level Targets
Replacement of lost or stolen mobile devices	<p><b>For delivery of 95% of replacement mobile devices</b></p> <p>Provided that the help desk receives your order by email on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> areas – next business day following receipt of your order.</li> <li>• Delivery to <b>Regional</b> areas – within 2 business days following receipt of your order.</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Delivery within the above timeframes may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target <b>only</b> applies to orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

13.78 The classifications of areas into the categories of Metropolitan, Regional, or Remote areas are defined in the Service Assurance section of Our Customer Terms.

13.79 We will try, but do not promise, to meet the following service level targets for the Mobility Help Desk for each calendar month:

- (a) for Telstra Mobility Fleet Care, 80% of total calls to the Mobility Help Desk during business hours answered within 20 seconds;
- (b) for Telstra Mobility Fleet Care Plus, 90% of total calls to the Mobility Help Desk during business hours answered within 20 seconds; and
- (c) for Telstra Mobility Fleet Care and Telstra Mobility Fleet Care Plus, 80% of total calls to the Mobility Help Desk outside business hours answered within 20 seconds.



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#### **Service level rebate for delayed mobile device delivery**

- 13.80 If you have Telstra Mobility Fleet Care Plus and we do not meet at least 95% of the service level target for the delivery of mobile devices for new service connections in any calendar month, you may claim a \$20.00 (GST included) rebate for each order that was not delivered within the relevant delivery time, except where:
- (a) the mobile device model requested by you is out of stock or is not available from the manufacturer;
  - (b) the mobile device model requested by you has been discontinued;
  - (c) we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete;
  - (d) we are unable to gain access to your site to deliver the mobile device to you for any reason beyond our reasonable control; or
  - (e) our failure to meet the service level is caused by any other act beyond our reasonable control.
- 13.81 Any order for multiple mobile devices will be considered to be a single order for the purpose of calculating the rebate. Only multiple orders of up to 100 mobile devices are eligible for the rebate.
- 13.82 The rebate is not applicable if you order mobile devices through any delivery channel other than the Mobility Help Desk.
- 13.83 To claim a service rebate, you must contact a Telstra Service Executive (or Account Representative) either by telephone or in writing and provide the following details:
- (a) your contact name and address;
  - (b) the relevant Telstra account number/national number and/or service Number; and
  - (c) the reason for dissatisfaction.
- 13.84 The Telstra Service Executive (or Account Representative) will send you a form which you must complete and return in order to make your claim.
- 13.85 If you are entitled to a rebate, you must claim the rebate by returning the claim form within 60 days of ordering the mobile device(s), otherwise you waive your right to claim the rebate.



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- 13.86 If there is a dispute about whether we have failed to meet the service level target for the delivery of mobile devices for new service connections, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether the service level target has been met.
- 13.87 The rebate will be paid to you in the form of a credit on your bill. We will credit any rebates to your bill in the next available bill cycle. The rebate is not transferable or redeemable as cash.
- 13.88 You understand that the rebate is our sole liability for failing to meet the service level target described above.

#### Special meanings

- 13.89 The following words have the following meanings:

**Bill Data** means service usage, charges and billing data in relation to your Nominated Accounts.

**business day** means Monday to Friday, excluding national public holidays.

**business hours** means 8am to 6pm in the Australian state or territory from which you make contact with the Mobility Help Desk, on business days.

**mobile devices** mean all mobile devices approved by us for use with the mobile services you have connected with us, including those devices connected to a Telstra Mobile Broadband service.

**Nominated Accounts** means your accounts with us which you nominate to be included for the purposes of using the Mobility Fleet Managed Bill Reporting System.

**User** means an individual nominated by you who may access your mobile services with us on your behalf.

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## 14 Whispir Platform

### What is the Whispir Platform?

- 14.1 The Whispir Platform is an Internet based notification service that enables eligible

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customers to log-on to a web-portal to send and receive messages via multiple media methods (such as SMS, email, mobile data, internet and voice) (**Whispir Platform**). It is also possible to send and receive messages via a compatible mobile phone module, as discussed in paragraph 14.4(c).

- 14.2 The Whispir Platform will enable you to send messages to most communication devices. The media methods and types of communications devices available will depend on the Whispir application services modules you select.

#### **Eligibility**

- 14.3 You are only eligible to use the Whispir Platform if you have an ABN, ACN or ARBN.

#### **What do you need to use the Whispir Platform?**

- 14.4 To use the Whispir Platform, you will need to:
- (a) acquire one of the Whispir Platform Editions;
  - (b) acquire implementation services (see clause **Error! Reference source not found.**);
  - (c) have access to the Internet and any necessary connecting carriage services; and
  - (d) if your Whispir Platform Edition entitles you to select the optional mobile module as part of the Whispir Platform, then you will need to:
    - (i) purchase (or have already purchased) a compatible mobile device from us or a third party, and properly download, install and configure the Whispir mobile application on each compatible mobile device; and
    - (ii) (except for Users located outside Australia) connect each compatible mobile device (where applicable) to an eligible post-paid Telstra mobile voice plan (most post-paid Telstra Business Mobile plans and default voice plans associated with eligible data packs are eligible) and eligible GPRS, 3GSM or Next G mobile data plan (or choose to receive GPRS, 3G or Next G packet data from us at the Pay As You Go rate associated with your eligible post-paid Telstra mobile voice plan).

#### **Whispir Platform Editions**

- 14.5 There are five editions of the Whispir Platform that you may acquire, which come with the following the features:

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Features	Light	Business	Essential	Professional	Enterprise
<b>Foundation Modules</b> (cl. Error! Reference source not found.)	✓	✓	✓	✓	✓
<b>Whispir API</b> (cl. Error! Reference source not found.)	✗	✓	✓	✓	✓
<b>Basic Support</b>	✓	✓	✗	✗	✗
<b>Standard Support</b>	✗	✗	✓	✓	✓
<b>Platform Users</b> (cl. 14.10)	1	1	1	Up to 10	Up to 10
<b>Profile Users</b> (cl. 14.10)	0	0	0	0	0
<b>Optional modules available for purchase?</b> (cl Error! Reference source not found.)	✗	Voice Out & Maps only	✓	✓	✓
<b>Optional API available?</b> (cl. Error! Reference source not found.)	✗	✗	✓	✓	✓

14.6 You also have the option to acquire the API Edition, which is an application programming interface (**API**) to the Whispir Platform (**Whispir API**) (see clause **Error! Reference source not found.**).

#### Foundation modules

14.7 The Foundation Modules are modules within the Whispir Platform that have the following functionality:

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- (a) Communications: provides message creation, delivery and escalation through email and SMS message channels;
- (b) Management: provides administration tools for creating and managing roles and permissions for system access;
- (c) Profiles: provides contact management for maintaining message initiator and recipient communication profiles;
- (d) Reports: provides message tracking, logging and reporting tools; and
- (e) Portals: provides a customisable web portal for Users and Contacts to maintain their contact details, notification options and subscriptions.

#### Optional modules

- 14.8 To the extent that the Whispir Platform Edition acquired by you allows you to acquire additional modules (see cl **Error! Reference source not found.** above), and you have requested those modules, we will provide the following optional modules to you:
- (a) Voice In: which provides interactive, voice based interactive menu (IVR) to invoke communication via SMS, email or voice (supporting up to 100 simultaneous calls);
  - (b) Voice Out: which converts text to speech to enable automated voice calls to be invoked (including access to up to 20 shared ports with dedicated ports available at additional charge);
  - (c) Events: which provides event and incident management and logging for group event coordination;
  - (d) Education: A dedicated instance of the Whispir Platform exclusively for educating and training users.
  - (e) Maps: which provides integrated mapping for selecting message recipients based on location;
  - (f) Mobile: which is a mobile Whispir Application that accesses, invokes and manages notifications from any compatible mobile, smart phone or personal digital assistant (PDA). The mobile module will only be available for compatible mobile phones; and/or
  - (g) Text In: which provides interactive SMS numbers to invoke communication via SMS, email or voice by sending an SMS to the Whispir Application from an SMS

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capable device.

### **APIs**

- 14.9 To the extent that you have acquired a Whispir Platform Edition that entitles you to Whispir API, or you have acquired API Edition (see clause 14.6), we will provide you with access to the Whispir API. If requested by you, and you have acquired a Whispir Platform Edition that entitled you to request an optional API, we will provide you with access to the Contact API, which is a contact integration application programming interface for synchronising contact data with existing IT/enterprise systems.

### **Platform and Profile Users**

- 14.10 The Whispir Platform Edition you acquire will entitle you to a certain number of:

- (a) specific persons who can login to the Whispir Platform and initiate messages (**Platform Users**); and
- (b) specific persons who can receive and respond to messages sent via the Whispir Platform (**Profile Users**),

as set out in the table in clause **Error! Reference source not found.**

- 14.11 If the Whispir Platform is accessed by more Platform Users than you are entitled to under your Whispir Platform Edition, you must upgrade to the Whispir Platform Edition that is appropriate for your increased number of Platform Users, or if you have the Enterprise Edition of Whispir Platform, you must purchase an additional entitlement for the appropriate number of Platform Users.
- 14.12 If more Profile Users receive and/or respond to messages than are entitled to under the Whispir Platform Edition you have acquired, or the number that you have subsequently licenced, you must acquire the rights to the appropriate number of Profile Users.
- 14.13 If you have not complied with clauses 14.11 or 14.12 within 14 days of the increase, you agree that we may upgrade you to the appropriate Whispir Platform Edition and/or category of Platform or Profile Users, and bill you accordingly.

### **Access to Whispir Platform**

- 14.14 The Whispir applications are hosted by Whispir Australia Pty Ltd (**Whispir**) and, other than in relation to specific Whispir application modules (such as the optional mobile

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application), you will not be provided with any software.

- 14.15 Access to the Whispir Platform is via Whispir's Website portal (via a web management tool). You will be provided with a username and a password to enable you to access the Whispir applications. You must ensure that any usernames, passwords or PINs are protected from unauthorised use. You must immediately notify us if you become aware of any unauthorised use.
- 14.16 If you elect to purchase the optional Whispir mobile application module, the mobile application will be distributed to you or your mobile users by Whispir. You must provide to Whispir a list of each mobile user, their mobile number, and the compatible mobile device make and model. Mobile users will be provided with a URL to download the Whispir mobile application module, and a personal identification number (PIN) to access the module.

#### **Account Administrator, Users and Contacts**

- 14.17 You must appoint an account administrator to manage the Whispir Platform and be your single point of contact in relation to the Whispir Platform. You must nominate who your Platform Users and Profile Users (**Users**) are. You are responsible for the use of the Whispir Platform by your Users, and any messages sent by your Users, regardless of your relationship with those Users.
- 14.18 You may change the number of Users and the availability of service functionality to Users at any time by using the web management tools. You acknowledge that you are responsible for configuring the Whispir Platform for your Users. You are responsible for ensuring that all User information is accurate and up-to-date.

#### **Licensing of Whispir applications**

- 14.19 Where you purchase a Whispir Platform Edition or Optional Module/API from us, we will grant you the right to obtain a licence from Whispir, for the term of your contract with us, to access, use and install (where relevant) the functionality of that software on the terms of Whispir's end user licence agreement. You must accept Whispir's end user licence agreement via the relevant sign up process when accessing or installing that software. You understand that by accepting the Whispir end user licence agreement you are entering into an agreement with Whispir. You acknowledge that you have no rights or interests in the Whispir applications other than those expressly granted in this section and by Whispir under the Whispir end user licence agreement.

#### **Additional Platform and Enterprise Services**

- 14.20 When you acquire the Whispir Platform, you must also acquire all Whispir Platform implementation services marked as 'required' for your Whispir Platform Edition on the

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application form and/or our agreement with you (**Implementation Services**).

14.21 If requested by you, we can arrange for Whispir to provide you with:

- (a) other optional Platform implementation, customisation and training services (**Platform Services**); and/or
- (b) Consulting, development and integration services (**Enterprise Services**).

14.22 You acknowledge that the Implementation Services, the Platform Services and the Enterprise services will be defined by Whispir and provided to you by Whispir. These services will be subject to any additional terms and conditions, imposed by Whispir and which are provided to you by Whispir. You must accept any such terms prior to the provision of any services.

14.23 If you place an order for any Implementation Services, Platform Services and/or Enterprise Services with us, we will pay Whispir for such services and charge you for such services.

**Support Services – Help Desk**

14.24 We will provide a help desk (which Whispir will operate on our behalf) that your personnel (who have completed Whispir administrator training) can contact for remote assistance in relation to any faults or problems with your Service (**Help Desk**). The Help Desk will be available at the times indicated in the table under clause 14.27 below;

14.25 Unless we or Whispir advise you otherwise, you can contact the Help Desk as follows:

Calls within Australia: 1300 WHISPIR (1300 944774)  
Calls within New Zealand: 0800 WHISPIR (0800 944774)  
International calls: +613 9642 8011  
Email: [support@whispir.com](mailto:support@whispir.com)  
Internet: [www.whispir.com](http://www.whispir.com)

**Support service levels**

14.26 The Whispir Platform Edition you acquire entitles you to either a 'Basic' or 'Standard' Support service (see clause **Error! Reference source not found.**), or for an additional charge you may acquire a "Premium" Support service, which include the following:

Support service components	Basic Support	Standard Support	Premium Support
<i>Support for faults</i>			



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1. Help Desk availability	Online only, 9am to 5pm, on Business Days.	24 hours a day, 7 days a week	24 hours a day, 7 days a week
<b>Additional Support</b>			
2. Number of included additional requests to the Help Desk	0	1 request per month, up to 5 hours per month	15 requests per month, up to 20 hours per month
3. Cost of extra requests above number of included requests to the Help Desk	\$120	\$120	\$60
4. Help Desk included Support times	n/a	9am – 5pm on weekdays (excluding any public holidays)	24 hours a day, 7 days a week

- 14.27 You are entitled to an unlimited number of calls to the Help Desk for any issue relating to a fault with the Whispir Platform, or API Edition, during the hours set out in row 1 of the table above.
- 14.28 You are entitled to a limited number of calls for any requests to the Help Desk that are not related to fault with the Whispir Platform or API Edition, during the hours set out in row 4 of the table above.
- 14.29 If you exceed the number of calls you are entitled to in clause 14.27, you will incur an additional charge at the rate set out in that table..
- 14.30 If requested by you, we can arrange for Whispir to provide on-site support for an additional charge.
- 14.31 You must not, and must not permit any other person to, attempt to rectify any fault or problem regarding the Whispir Platform without our or Whispir’s prior written consent.

#### Pricing

- 14.32 The charges for the Whispir Platform are set out in the application form and/or our agreement with you, which you complete when applying for the Whispir Platform. Additional charges will apply for any other telecommunications services used in connection with the Whispir Platform, which are provided separately to the Whispir Platform.
- 14.33 If you request any Platform or Enterprise services that are provided to you by Whispir, we will pay Whispir for such services and charge you for such services, as well as any other



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fees and charges notified to you by us or Whispir relating to such services (such as charges for accommodation and travel).

14.34 All prices for the Whispir Platform are GST exclusive, unless otherwise stated.

#### **Community Program**

14.35 As part of our Community Program, we may in our sole discretion offer discounts on certain fees and charges to any eligible educational, community and non-profit organisations as set out in the application form.

#### **Multi-Agency Program**

14.36 For new Whispir Platform customers from 1 July 2011, as part of our Multi-Agency Program, we may in our sole discretion offer discounts on certain fees and charges if an entity that is related to you is also a Whispir Platform customer, as set out in the application form.

#### **Term and Termination**

14.37 You acknowledge and agree that Whispir may provide all or part of the Whispir Platform, and if our agreement with Whispir ends we may cancel the Whispir Platform on reasonable notice to you.

#### **Whispir Applications**

14.38 You acknowledge that, unless authorised by Whispir under the Whispir end user licence agreement, you must not copy, reproduce or modify the Whispir Applications or create any derivative work from the Whispir Applications, disassemble, decompile or reverse engineer the Whispir Applications or otherwise attempt to gain access to the source code of the Whispir Applications, sell, rent, lease, loan, license, sublicense or otherwise transfer the Whispir Applications to any third party, use the Whispir Applications for any third party training or commercial purposes, make the Whispir Applications available to any other person other than your personnel (being your officers, employees, or contractors) or cause or allow any third party to do any of the above.

#### **Messages**

14.39 You acknowledge and agree that:

- (a) a message sent to a group of recipients will be treated as individual messages sent to each of the group's members and charged accordingly;
- (b) messages may not be successfully terminated, or terminated in a timely manner, on

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a recipient's device (including where messages are sent to recipients subscribed to international telecommunication networks);

- (c) messages are charged based on messages sent, irrespective of whether they have been delivered to or received by the intended recipient;
- (d) in relation to SMS messages:
  - (i) standard charges for sending text messages (SMS) apply. The terms and conditions for SMS are set out in Part E – SMS Messages and Email of the Telstra Mobile Section of Our Customer Terms.
  - (ii) some reply features insert characters into messages and may extend their length;
  - (iii) SMS message alert, and delivery reports will be charged for on the same basis as other SMS messages;
  - (iv) some SMS features (such as message alerts and delivery timestamps) are network dependent and may not be supported or may only be partially supported on some networks;
  - (v) in some circumstances it may not be possible to track all SMS messages sent (for example where this is not supported by a network); and
  - (vi) SMS may not be received for reasons, including that the recipient's mobile phone memory is full
- (e) all email messages are sent and received in HTML and/or plain text format, and some email features (such as delivery timestamps) may not be supported by all email systems;
- (f) voice messages charges commence when a call is connected. Where call conferencing is used, two concurrent calls are made per recipient, and will be charged as two separate calls;
- (g) neither we, nor Whispir will be liable for any loss or damage caused as a result of delays in the sending of messages or a failure to send, deliver or terminate messages for any reason;
- (h) you must ensure that the sending of a message using the Whispir Platform, and the content of such messages, complies with all relevant laws and regulations; and
- (i) You must not (and you must ensure that your Users do not) use the Whispir

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Platform to send, receive or transmit any messages that:

- (i) are for any illegal purpose or contravene any applicable laws, regulations, codes (voluntary or mandatory) or standards, or expose us or Whispir to the risk of any legal or administrative action. In particular, messages must not contain an unsolicited commercial electronic message or marketing message unless the message complies with the requirements of all relevant laws, regulations, codes (voluntary or mandatory) and standards applicable to such messages;
- (ii) are defamatory, offensive, abusive, indecent, sexually explicit, menacing or harassing or cause damage or injury to any person or property, including any instructions which, if implemented, might cause damage or injury to any person or property;
- (iii) result in a misuse of a third party's confidential information, or infringe any duty or obligation owed to a third party in contract, tort or otherwise or infringe any third party rights, including intellectual property rights;
- (iv) represent that we or Whispir created, endorse, have reviewed, or are in any way involved in the production of the messages;
- (v) result in the sending of a "virus", "worm" or "trojan" or similar program;
- (vi) affect the availability of the Whispir Application or causes interference to the normal operation of a telecommunications network or equipment; or
- (vii) impersonate another person or entity or are misleading or deceptive as to the sender's identity.

**General**

14.40 You acknowledge and agree that:

- (a) you must not use the Whispir Platform for any unlawful, abusive or fraudulent purpose or in any way that interferes with Whispir's ability to provide products or services to other customers, or create or use any software programs that automatically activate functions on Whispir's website without Whispir's written consent;
- (b) we and/or Whispir are not responsible for the storage of data transmitted by you, any device used by you in connection with the Whispir Platform, or data entered by you via Whispir's website or the Whispir Application;

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- (c) if you download or access any data, information, files or other materials from Whispir's website you do so at your own risk;
- (d) the functionality of, and access to, the Whispir Platform may be restricted or affected by the functionality and limitations of our GPRS, 3GSM and/or Next G networks and the Internet;
- (e) it is your responsibility to ensure that your use of the Whispir Platform, including provision of any personal information to us or Whispir (for example, as part of the User and Contact information), complies with your privacy obligations;
- (f) the provision of the Whispir Platform relies on third party products and services that may be affected by a range of factors including technical problems and availability issues;
- (g) we do not guarantee that the Whispir Platform or the website operated by Whispir will be error-free or operate uninterrupted;
- (h) you must, at your own expense, procure and maintain any hardware and software licenses, permissions and approvals necessary for us and Whispir to legally supply the Whispir Platform;
- (i) you must comply with any Whispir policies applicable to the Whispir Platform or your access to the Whispir website (such as an acceptable use policy) that may be introduced by Whispir from time to time and published on the Whispir website;
- (j) you must provide reasonable assistance to Whispir in relation to maintaining the Whispir Platform, and must comply with any reasonable instructions from us or Whispir;
- (k) you have obtained all necessary consents, licences, permits and approvals to receive and use the Whispir Platform and to comply with your obligations in these terms.

#### **Security of data**

- 14.41 You acknowledge that you are responsible for the security, accuracy and integrity of the data transmitted by you to the Whispir Platform, and that data transmitted over our GPRS, 3GSM or Next G networks using the Whispir Platform may be intercepted by third parties without our knowledge (or the knowledge of Whispir).

#### **Activation Time**

- 14.42 We will aim to fulfil your request for access to the Whispir Platform within our specified

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activation time (**Activation Time**). The Activation Time is measured from the time Whispir acknowledges receipt of your request until the time that functionality of the Whispir Platform is available from an Internet enabled computer, but excludes any delays caused by you or due to unusual conditions or activation parameters notified by Whispir.

**Service Availability**

14.43 We will aim to meet the Whispir Platform availability targets (**Availability Targets**) set out below, which depend on the particular support option you select:

Availability category	Description	Basic Support Availability Target	Standard Support Availability Target	Premium Support Availability Target
Whispir Core Network	The minimum availability target for accessing the Whispir Platform via the Internet.  Considered available when a connection can be made from a properly Internet enabled computer to Whispir's platform.	n/a	99.50%	99.95%
Whispir SMS Centre	The minimum availability target for connectivity between the Whispir Platform and the Whispir SMS Centre (to allow the sending of SMS messages).	n/a	99.50%	99.95%

14.44 If we do not meet an Availability Target, you may be entitled to the applicable Service Level credit. We are not otherwise liable to you for any failure to meet an Availability Target.

14.45 Service availability is calculated on a calendar month basis as follows:

$((A-B) \text{ divided by } A) \times 100$  expressed as a percentage

Where:

"A" = Total time over the month.

"B"= Total unavailable time for the same month

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14.46 In calculating, “total unavailable time”, the following is excluded:

- (a) planned outages;
- (b) faults reported by you in relation to the Whispir Platform where no fault is found or confirmed by Whispir;
- (c) time where we or Whispir cannot gain access to your equipment (if required) for the purpose of fault rectification for any reason beyond our or Whispir’s control;
- (d) time where your staff are inaccessible to confirm Whispir Platform operation after clearance of a fault;
- (e) time taken by you to confirm the Whispir Platform’s operation after clearance of a fault by us or Whispir; and
- (f) time where faults or interruptions are caused by events beyond our or Whispir’s reasonable control.

#### Response and restoration times

14.47 If you become aware of a Severity 1 or 2 fault, you must call the relevant Help Desk support number. If you become aware of a Severity 3 fault, you should email as much detail as possible to the Help Desk support email address ([support@whispir.com](mailto:support@whispir.com)) and follow up with a call to the relevant Help Desk support number if required.

14.48 If you require assistance with a Severity 4 fault, you should email the Help Desk support email address ([support@whispir.com](mailto:support@whispir.com)).

14.49 We will aim to achieve the following ‘Response’ and ‘Restoration’ times, which are dependant on the Support option you select.

Severity Levels	Response Time			Restoration Time		
	Basic Support	Standard Support	Premium Support	Basic Support	Standard Support	Premium Support
Severity 1	N/A	4 hours	1 hour	N/A	24 hours	4 hours
Severity 2	N/A	8 hours	2 hours	N/A	72 hours	12 hours
Severity 3	N/A	16 hours	4 hours	N/A	5 business days	24 hours
Severity 4	N/A	3 business days	8 hours	N/A	N/A	N/A

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\*Define terms relevant for this table are:

**Response Time:** the time taken for Whispir to contact you to acknowledge a fault or inquiry. For faults, the ‘Response time’ is measured from when you have provided Whispir all information necessary for Whispir to confirm the existence of a fault.

**Restoration Time:** the time taken to restore the functionality of the Whispir Platform that is affected by a fault to normal operation, or for Whispir to provide a temporary work-around that enables normal use of the affected functionality. The ‘Restoration time’ is measured from when you have provided Whispir all information necessary for Whispir to confirm the existence of a fault.

**Severity 1:** an existing service is ‘down’ or there is a critical impact to your business operation.

**Severity 2:** operation of an existing service is severely degraded.

**Severity 3:** operational performance of the Whispir Platform is impaired while most business operations remain functional.

**Severity 4:** you require information or assistance on the Whispir application capabilities, installation or configuration. There is little or no impact on your business operation.

**Service Level Credits**

14.50 You may apply for a credit in relation to a failure to meet the Activation Time, an Availability Target, a Response or Restoration Time (each a **Service Level**).

14.51 Service Level credits will be calculated as a percentage (according to the table below) of your recurring monthly charges in respect of the portion of the Whispir Platform (eg particular module) directly affected by the failure for the calendar month in which the failure occurred. In the case of a failure to meet the Activation Time, the credit will apply to the first full monthly charge. Unless we notify you otherwise, any Service Level credit payable will be applied to your next monthly charges (provided the Credit Claim Request referred to below has been received and processed in time).

	Service Level Credit			
	0%	5%	10%	25%
<b>Activation Time</b>				
Activation Time	0-3 Business Days	3-4 Business Days	4-10 Business Days	>10 Business Days



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<b>Response Time and Restoration Time</b>				
Response Time	Within scale	1 scale down*	2 scales down*	>2 scales down*
Restore Time	Within scale	1 scale down*	2 scales down*	>2 scales down*
<b>Availability Target</b>				
Whispir Core Network – Premium support	100-99.95%	99.949-99.5%	99.49-99.0%	<99.0%
Whispir Core Network – Standard support	100-99.50%	98.49-98.0%	97.99-97.5%	<97.5%
Whispir SMS Centre – Premium support	100-99.95%	99.949-99.5%	99.49-99.0%	<99.0%
Whispir SMS Centre – Standard support	100-99.50%	98.49-98.0%	97.99-97.5%	<97.5%

**\*Within scale** is the target Response or Restoration Time corresponding to the applicable Severity Level and your selected Support service option. For example, if a Severity 1 fault is responded to within the Severity 1 Response Time corresponding to your selected Support service level it would be 'Within scale'. If it was responded to after the Severity 1 Response Time but:

- (a) within the Severity 2 Response Time, it would be '1 scale down';
- (b) within the Severity 3 Response Time, it would be '2 scales down'; or
- (c) within the Severity 4 Response Time, it would be '>2 scales down'.

14.52 To apply for a Service Level credit you must submit a 'Credit Claim Request' form to us within 28 days of the end of the month to which the claim relates. We will provide a 'Credit Claim Request' form on request.

14.53 Our sole liability for failing to meet a Service Level is the applicable Service Level credit.

14.54 You will not be entitled to a Service Level credit where the failure to meet a Service Level is due to:

- (a) a cause beyond our or Whispir's reasonable control;



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- (b) your use of the Whispir Platform other than in accordance with directions and instructions provided by us or Whispir;
- (c) your provision of inaccurate or incomplete information to us or Whispir;
- (d) the performance issues of any connecting carriage services used in connection with the Whispir Platform; or
- (e) your actions, equipment or infrastructure, or actions, equipment, infrastructure or services provided by anyone other than us or Whispir, including:
  - (i) acts of your employees, agents, subcontractors, customers, suppliers or licensees;
  - (ii) inter-operability of your systems and infrastructure (including internet browsers and email applications) with the Whispir applications;
  - (iii) interaction with other service providers, networks, users or informational or computing resources; or
  - (iv) performance issues caused elsewhere on the Internet or other telecommunications networks.

### **Customers prior to 7 May 2013**

14.55 If you were a customer prior to 7 May 2013:

- (a) Telstra will continue to support any of the following APIs that you had purchased prior to that date, at the following rates:
  - (i) Multichannel API: a web services API for invoking multi-channel, provided free of charge; and
  - (ii) SMS API: an API providing a range of API options for invoking SMS messages from third party applications, provided at \$1,045 per month.
- (b) you are entitled to retain the number of Platform Users and Profile Users that you had on 7 May 2013.

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## **15 Enterprise Mobility Managed Service**

**Enterprise Mobility Managed Service is not available to customers who sign a new**

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**Enterprise Mobility Managed Service agreement on and from 1 February 2014, unless otherwise agreed).**

#### **What is the Enterprise Mobility Managed service?**

- 15.1 Our Enterprise Mobility Managed service provides monitoring, management, maintenance and user support services by way of a managed application layer for eligible customers in relation to Enterprise Mobility services and eligible Supported Handsets. We also provide a service desk for the purposes of supporting the Enterprise Mobility Platform.
- 15.2 You may apply for any one of the following Enterprise Mobility Managed service packages (**Enterprise Mobility Managed service**):
- (a) Entry Level Package
  - (b) Base package;
  - (c) Premium package; or
  - (d) Premium Plus package.
- 15.3 Unless otherwise specified as part of your Enterprise Mobility Managed service package, the Enterprise Mobility Managed service does not include:
- (a) Supported Handset logistics (excluding activation), procurement, repair or replacement;
  - (b) Enterprise Mobility Managed service continuity management; or
  - (c) Hosting the Enterprise Mobility Platform.

#### **What is the Enterprise Mobility Platform?**

- 15.4 The Enterprise Mobility Platform is the component of the Enterprise Mobility Managed service solution that either provides corporate wireless data synchronisation and device management services to Supported Handsets, or manages the corporate wireless data synchronisation and device management services to Supported Handsets. The Enterprise Mobility Platform is made up of server infrastructure, an operating system and an enterprise mobility platform application.
- 15.5 If you would like to apply for an Enterprise Mobility Managed service to support Supported Handsets (other than BlackBerry handsets), you must connect the handsets to an Enterprise Mobility Platform. The Enterprise Mobility Platform can either be hosted by us or by a Supported EMP Vendor approved by us (to ensure the Supported EMP

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Vendor's Enterprise Mobility Platform is compatible with your Enterprise Mobility Managed service).

If the Enterprise Mobility Platform is hosted by us or Supported EMP Vendor, certain terms below regarding the Enterprise Mobility Managed service will not apply to you (as specified below).

If you choose for the Enterprise Mobility Platform that is not hosted by us or by a Supported EMP Vendor in order to allow compatibility with our systems and the Enterprise Mobility Managed Service that we provide, you may be required to agree to an End User Licence Agreement (**EULA**) in relation to the Enterprise Mobility Managed service with Mobile Iron, Inc. (as amended from time to time) or another third party approved by us. You may obtain a copy of the EULA from us upon your request.

#### **Minimum Term**

- 15.6 You must take the Enterprise Mobility Managed service for a minimum term of 24 months.

If your Enterprise Mobility Managed service is cancelled or terminated for any reason (other than for our material breach) during the minimum term, we may charge you an early termination charge calculated as follows:

$$A \times B \times 25\%$$

Where:

"A" means the average service charges paid or payable each month by you for the Enterprise Mobility Managed service up to the date of cancellation or termination.

"B" means the number of months (or part of a month) remaining in the minimum term.

You acknowledge that this amount is a genuine pre-estimate of the loss that we are likely to suffer.

#### **Service charges**

- 15.7 You must pay us the Enterprise Mobility Managed service charges specified below. For the avoidance of doubt, these service charges do not include any charges for any underlying telecommunications services used in connection with the Enterprise Mobility Managed service.

#### **Monthly Support charges (Entry Level package)**

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The Minimum monthly service fee for Entry Level package is

<b>Service description</b>	<b>Monthly Charge (ex GST)</b>	<b>Monthly Charge (inc GST)</b>
Minimum monthly service fee	\$600	\$660

The Entry Level package per user charge will be specified in your Application Form or other agreement with us.

**Monthly Support charges – (Base, Premium and Premium Plus Packages - for connections before 27 July 2011)**

If you connected to the Base, Premium or Premium Plus package before 27 July 2011, we will charge you the following Monthly Support Charges for using the Enterprise Mobility Managed service charges.

If you connected to the Base, Premium or Premium Plus package before 27 July 2011, we will charge you the following Monthly Support Charges for using the Enterprise Mobility Managed service charges.

**Monthly Support charges (Base and Premium package)**

<b>Service description</b>	<b>Monthly Charge (ex GST)</b>	<b>Monthly Charge (inc GST)</b>
Minimum monthly service fee	\$250	\$275
Base package	\$11 per User	\$12.10 per User
Premium package	\$16 per User	\$17.60 per User

**Monthly Support charges (Premium Plus package)**

<b>Service description</b>	<b>Monthly Charge (ex GST)</b>	<b>Monthly Charge (inc GST)</b>
Minimum monthly service fee	\$1,500	\$1,650



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Premium Plus package	\$26.00 per User	\$28.60 per User
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#### Monthly Support charges – (Base, Premium and Premium Plus Packages - for connections on or after 27 July 2011)

If you connected to the Base, Premium or Premium Plus package on or after 27 July 2011, we will charge you the following Monthly Support Charges for using the Enterprise Mobility Managed service charges

#### Monthly Support charges (Base and Premium package)

Service description	Monthly Charge (ex GST)	Monthly Charge (inc GST)
Minimum monthly service fee	\$250	\$275
Base package	\$13.64 per User	\$15.00 per User

  

Service description	Monthly Charge (ex GST)	Monthly Charge (inc GST)
Minimum monthly service fee	\$454.50	\$500.00
Premium package	\$18.18	\$20.00

#### Monthly Support charges (Premium Plus package)

Service description	Monthly Charge (ex GST)	Monthly Charge (inc GST)
Minimum monthly service fee	\$590.91	\$650
Premium Plus package	\$23.64 per User	\$26.00 per User

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### **Eligibility**

- 15.8 You are only eligible for the Enterprise Mobility Managed Service if you are a business or corporate customer.
- 15.9 You can only use the Enterprise Mobility Managed service if:
- (a) you or a person within your organisation has:
    - (i) an active Enterprise Mobility service provided by us with a properly configured Supported Handset that allows you to send and receive e-mail over the internet, browse the internet using the Enterprise Mobility HTML browser and to use our compatible networks for voice calls, text messages and BigPond mobile Enterprise Mobility Managed services (**Enterprise Mobility service**)—unless otherwise agreed to by us. If we agree to support a handset to users in your fleet that does not meet this criteria (**Other Users Devices**) then we will only support OtherUsers Devices for the following functions
      - (A) support from the Service Desk for incidents and requests as part of Supported Handset Applications and Supported Hardware support (except to the extent that you have acquired Supported EMP Applications and Functions from us);
      - (B) Scheduled Maintenance (other than in respect of the EMP); and
      - (C) Service Management (other than in respect of the EMP)
    - (ii) a Supported Handset that is connected to an Enterprise Mobility Platform that is supplied either by us or by a Supported EMP Vendor; and
    - (iii) a Supported Handset that is approved by us for the purposes of using the Enterprise Mobility Managed service (**User**);
  - (b) Users acquire and maintain a compatible Enterprise Mobility Enterprise Mobility Managed service and Supported Handset with us;
  - (c) Users maintain an Enterprise Mobility Platform that is compatible with the Enterprise Mobility Managed service, either with us or with a Supported EMP Vendor;
  - (d) the Supported Handsets are not classified as 'end-of-line' by the Supported Vendor

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and do not have software that is more than 4 releases from the current software recommended by the Supported Vendor;

- (e) unless we host the Enterprise Mobile Platform, you deploy a connection protocol approved by us for the management and support of the Enterprise Mobility Platform; and
- (f) unless we host the Enterprise Mobility Platform, you deploy the EMP monitoring and alerting Enterprise Mobility Managed services on independent infrastructure to allow us to proactively respond to EMP platform issues.

15.10 Unless otherwise specified as part of your Enterprise Mobility Managed service package, you are responsible for any hardware, facilities, Supported Handsets, accessories or Enterprise Mobility Managed services, and any other telecommunication Enterprise Mobility Managed services and equipment required to use the Enterprise Mobility Managed service.

**Supported Applications, Functions and Enterprise Mobility Managed Services**

15.11 The Enterprise Mobility Managed service only applies in relation to the applications, functions and Enterprise Mobility Managed services set out below or otherwise approved by us in writing. We are not responsible for performance of the Enterprise Mobility Managed service in relation to any non-approved applications (including any User installed applications), functions and Enterprise Mobility Managed services.

**Supported BlackBerry Handset Applications**

<b>Supported BlackBerry Handset Applications</b>	
1.	BlackBerry Handset <b>Operating System</b> v4.5 or later
2.	BlackBerry Handset <b>Address Book</b> Application and Settings
3.	BlackBerry Handset <b>Alarm</b> Application
4.	BlackBerry Handset <b>BlackBerry Messenger</b> Application and Settings
5.	BlackBerry Bluetooth Application
6.	BlackBerry Handset <b>Browser</b> Application and Settings – BlackBerry and Internet Browser Configurations Only
7.	BlackBerry Handset <b>Calculator</b> Application
8.	BlackBerry Handset <b>Calendar</b> Application and Settings
9.	BlackBerry Handset <b>Camera</b> Application and Settings
10.	BlackBerry Certificate Search Application
11.	BlackBerry Handset <b>Documents to Go</b> Application – v4.5 Firmware or later



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12.	BlackBerry Handset <b>Enterprise Activation</b> Application and Settings
13.	BlackBerry Handset <b>Desktop and Folder Management</b>
14.	BlackBerry Handset <b>Help</b> Application
15.	BlackBerry Handset <b>Manage Connections</b> Application –devices running v4.5 or later Firmware
16.	BlackBerry Handset <b>Media</b> Application and Settings – includes Music, Videos, Ringtones, Camera, and Voice Notes folders
17.	BlackBerry Handset <b>Memo</b> Application and Settings
18.	BlackBerry Handset <b>Messages</b> Application (Enterprise Messaging) and Settings
19.	BlackBerry Messenger Application
20.	BlackBerry Network Connections (including WiFi) Application
21.	BlackBerry Handset <b>Password Keeper</b> Application
22.	BlackBerry Handset <b>Options</b> – including menu items within Options
23.	BlackBerry Handset <b>Phone / Call Log</b> Application and Settings
24.	BlackBerry Handset <b>Profiles</b> Application and Settings
25.	BlackBerry Handset <b>Search</b> Application
26.	BlackBerry Handset <b>Set Up Bluetooth</b> Application –BlackBerry Devices running v4.5 or later Firmware
27.	BlackBerry Handset <b>Setup Wizard</b> Application and Settings
28.	BlackBerry Handset <b>SMS / MMS</b> Application and Settings
29.	BlackBerry Handset <b>Tasks</b> Application and Settings
30.	BlackBerry Handset <b>Voice Dialling</b> Application and Settings
31.	BlackBerry Handset <b>Voice Notes Recorder</b> Application

#### Supported BlackBerry Handset hardware functions

Supported BlackBerry Handset hardware functions	
1.	BlackBerry Handset <b>Network Receiver</b> – correct network signal and strength as indicated by symbols and settings on the device.
2.	BlackBerry Handset <b>Phone</b> function – ability to make and perform phone calls
3.	BlackBerry Handset <b>Camera</b> – ability to take photos
4.	BlackBerry Handset <b>Power</b> – battery remove and replace, charging, and AC and USB cable connections
5.	BlackBerry Handset <b>Buttons, Keys and Trackball</b>
6.	BlackBerry Handset <b>Screen</b>
7.	BlackBerry Handset <b>Audio / Vibrations</b>
8.	BlackBerry Handset <b>Bluetooth</b> connections



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**Supported BlackBerry Enterprise Server ("BES") Application Functions and Enterprise Mobility Managed services**

<b>Supported BlackBerry Enterprise Data Enterprise Mobility Managed services</b>	
1.	BlackBerry Alert Service (BES)
2.	BlackBerry Attachment Service (BES)
3.	BlackBerry Controller Service (BES)
4.	BlackBerry Database Consistency Check Service (BES)
5.	BlackBerry Dispatcher Services (BES)
6.	BlackBerry IT Policy Implementation and Settings
7.	BlackBerry Manager (BES 4.1 and lower)
8.	BlackBerry MDS Connection Service (BES)
9.	BlackBerry MDS Integration Service (BES)
10.	BlackBerry Administration Service (BES 5.0)
11.	BlackBerry Messaging Agent
12.	BlackBerry Policy Service (BES)
13.	BlackBerry Router Service (BES)
14.	BlackBerry Synchronisation Service (BES)
15.	BlackBerry Monitor Service
16.	Internet Access via BlackBerry MDS Connection Service
17.	Intranet Access via the BES
18.	Wireless Calendar Synchronisation and Settings
19.	Wireless Contact Synchronisation and Settings
20.	Wireless Memo Synchronisation and Settings
21.	Wireless Email Synchronisation and Settings
22.	Wireless Task Synchronisation and Settings
23.	Wireless Message Reconciliation

**Approved Telstra Applications for BlackBerry Handsets**

<b>Approved Telstra Applications</b>	
1.	Yellow Pages
2.	Where-is
3.	Foxtel



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#### Supported BES Platform Applications

Supported Platform Applications	
1.	BES v4.1.7 to the latest RIM certified production release version
2.	Blackberry Monitor
3.	Microsoft SQL Server 2000 and 2005 versions as supported by RIM
4.	Windows Server Operating Systems versions as supported by RIM

#### Supported EMP Applications

Supported Enterprise Mobility Platform Applications	
1.	Good Mobile Messaging 6.0.3 or later and Mobile Control Centre 1.0.3 or later and Good Client 1.6.x or later
2.	MobileIron Advanced Management Platform
3.	Microsoft SQL Database Servers
4.	Windows Server Operating Systems
5.	AirWatch Mobile Device Management Software
6.	CellCast Solution Software

#### Supported EMP Applications and Functions

Supported Enterprise Mobility Platform Applications and Functions	
1.	Enterprise Mobility Managed services for Corporate Wireless Email Synchronisation
2.	Enterprise Mobility Managed services for Corporate Wireless Address Book Synchronisation
3.	Enterprise Mobility Managed services for Corporate Wireless Calendar Synchronisation
4.	Enterprise Mobility Managed services for Corporate Wireless Task Synchronisation
5.	Enterprise Mobility Managed services for Corporate Wireless Memo Synchronisation
6.	Enterprise Mobility Managed services for Browsing the Internet via Enterprise Mobility Platform (EMP) Enterprise Mobility Managed services, but not Internet Browsing via other methods, such as browsing via WAP or directly to the Internet bypassing a corporate network and associated boundary controls

#### Supported Smartphone Handset Applications

Supported Smartphone Handset Applications	
1.	Applications directly related to accessing Corporate Email Resources from a Supported Smartphone Handset via an Enterprise Mobility Platform handset application, e.g. Good for Enterprise
2.	Applications directly related to accessing Corporate Address Books from a Supported Smartphone Handset via an Enterprise Mobility Platform handset application, e.g. Good for Enterprise

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3.	Applications directly related to accessing Corporate Calendar Resources from a Supported Smartphone Handset, e.g. Good for Enterprise
4.	Applications directly related to accessing Corporate Task Resources from a Supported Smartphone Handset via an Enterprise Mobility Platform handset application, e.g. Good for Enterprise

**Supported Smartphone Handset Hardware Functions**

<b>Supported Smartphone Handset Hardware Functions</b>	
1.	Supported Smartphone Handset Hardware functions are supported in respect to access to corporate data and approved corporate functions only.

**Logon name and password**

- 15.12 We will provide you with a logon name (**Client Number**) and password which will provide you with access to the support services and tools which form part of the Enterprise Mobility Managed service.
- 15.13 You are responsible for ensuring the confidentiality of any Client Number and passwords issued to you as part of the Enterprise Mobility Managed service. We will not be liable for any loss or damage that you or any other person may suffer as a result of your use of the Enterprise Mobility Managed service or from disclosing your Client Number or password.

**Supported Handset support**

- 15.14 We will provide Supported Handset support, which includes support for Incidents and Requests for the Supported Handset Applications and Supported Handset hardware functions set out in the section above entitled Supported Applications, Functions and Enterprise Mobility Managed Services.
- 15.15 For the purposes of Supported Handset support, the Service Desk will support the following types of Requests, which will also be classified as the following Request categories for the purpose of providing Service Assurance:

<b>Request Type</b>	<b>Request Category</b>
If you have the Premium or Premium Plus package, Application / Firmware: <ul style="list-style-type: none"> <li>• installation / reinstallation / uninstallation</li> <li>• upgrade / downgrade</li> <li>• update or patch version</li> </ul>	IMACD
User changes, being swaps from one Supported Handset to another Supported Handset	IMACD

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Training requests or bookings	IMACD
How Do I...? Change a setting, perform a particular function	RFI – Request for Information

- 15.16 For the purposes of Supported Handset support, the Service Desk will support the following types of Incidents, which will also be classified as the following Incident categories for the purpose of providing Service Assurance:

Incident Type	Incident Category
Error or performance issue with accessory (car kit or headset) or accessory connection method such as Bluetooth	Handset
Error or performance issue with Supported Handset Application not related to Data Services	Handset
Error or performance issue with the audio, volume, vibrations or associated settings on the Supported Handset	Handset
Error or performance issue with the Keys, Buttons, or Trackball on the Supported Handset	Handset
Error or performance issue with the operating system, JVM errors, Supported Handset restarts or power offs	Handset
Error or performance issue with the phone or call log functions on the Supported Handset	Handset
Physical damage with the Supported Handset – water damage, casing cracked, screen cracked	Handset
Error or performance issue with the power, charging or battery functions on the Supported Handset	Handset
Error or performance issue with profile setup and settings, custom settings and options on the Supported Handset	Handset
Error or performance issue with the device screen, backlight, screen settings on the Supported Handset	Handset

#### Enterprise Mobility Data service support

- 15.17 We will provide Enterprise Mobility Data service support, which includes support for Incidents and Requests for the Supported EMP Application Functions and services set out in the section above entitled Supported Applications, Functions and Enterprise Mobility Managed Services and provided by an EMP to a Supported Handset.
- 15.18 For the purposes of Enterprise Mobility Data service support, the Service Desk will support the following types of Requests, which will also be classified as the following Request categories for the purpose of providing Service Assurance:

Request Type	Request Category
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<p>Add a User to the EMP – provision Enterprise Mobility Data service on EMP.</p> <p>If you have the Premium Plus package:</p> <ul style="list-style-type: none"> <li>procure and deliver the Supported Handset and SIM card (including any compatible car charger, travel kit and holster (<b>Starter Kit</b>))</li> <li>porting of mobile numbers from one SIM card to another SIM card</li> <li>provision the required voice and data services on a SIM card (including global roaming)</li> </ul>	IMACD
<p>Change a User's Account setting on the EMP:</p> <ul style="list-style-type: none"> <li>Group</li> <li>EMP Account settings – PIM Sync, Redirection</li> </ul>	IMACD
<p>Delete or Remove a User from the EMP</p> <p>If you have the Premium Plus package, deactivation of the Supported Handset and SIM card and disposal of the Supported Handset.</p>	IMACD
<p>License key changes:</p> <ul style="list-style-type: none"> <li>Add CALS / SRP Key(s)</li> <li>Remove CALS / SRP Key(s)</li> </ul>	IMACD
Reset device password on the Supported Handset	Security
Reactivate device	Security
Disable device (wipe Handset)	Security
Create, Change or Delete an IT / User policy or IT / User policy setting	Security
How Do I? Change a setting, perform a particular function	RFI – Request for Information

15.19 For the purposes of Enterprise Mobility Data service support, the Service Desk will support the following types of Service Incidents, which will also be classified as the following Service Incident categories for the purpose of providing Service Assurance:

Incident Type	Incident Category
An error or performance issue with address book synchronisation	Data Services
An error or issue performance with an approved Application	Data Services

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An error or performance issue with an EMP Application or service: <ul style="list-style-type: none"> <li>• Service Name</li> <li>• BES Manager</li> <li>• Domino Service / MAPI Profile</li> </ul>	Data Services
An error or performance issue with EMP infrastructure: <ul style="list-style-type: none"> <li>• Mail Server</li> <li>• BES Server Platform</li> </ul>	Data Services
An error or performance issue with EMP licensing: <ul style="list-style-type: none"> <li>• CALS Expired</li> <li>• SRP Disabled / Expired</li> </ul>	Data Services
An error or performance issue with the Browser Service: <ul style="list-style-type: none"> <li>• Single Site access</li> <li>• Internet access</li> <li>• Intranet access</li> </ul>	Data Services
An error or performance issue with calendar synchronisation	Data Services
An error or performance issue with email synchronisation: <ul style="list-style-type: none"> <li>• Unable to Receive / Send</li> <li>• Synchronisation</li> <li>• Reconciliation</li> </ul>	Data Services
An error or performance issue with instant messaging	Data Services
An error or performance issue with memos / tasks synchronisation	Data Services

15.20 When reporting an Incident or making a Request to the Service Desk you must provide all the information we reasonably require (including completing any service request forms), otherwise we may not be able to resolve the Incident or complete the Request.

#### Service Assurance

15.21 We will aim, but do not guarantee, to provide the Enterprise Mobility Managed service in accordance with the service levels set out below.

#### Service Desk

##### Entry Level and Base Package – Service Desk

15.22 We will operate a service desk for members of your company's IT department staff who

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have previously registered with us to contact as follows:

Enterprise Mobility Managed service package	Enterprise Mobility Managed service period	Australian Eastern Standard Time (AEST) or Australian Daylight Savings Time (ADSL)
Entry Level package	Business Hours	08:30 – 17:30 Monday to Friday (excluding National Public Holidays)
Base package	Business Hours	08:30 – 17:30 Monday to Friday (excluding National Public Holidays)
	Out Of Business Hours	20:00 – 08:00 Monday to Saturday; 08:00 Saturday – 08:00 Monday; and National Public Holidays (24 hours)

#### Premium, Premium Plus Packages – Service Desk

15.23 For all Enterprise Mobility Managed service packages except for Entry Level and Base package, we will operate a service desk for Users to contact (**Service Desk**) as follows:

Enterprise Mobility Managed service package	Enterprise Mobility Managed service period	Australian Eastern Standard Time (AEST) or Australian Daylight Savings Time (ADSL)
Premium package	Business Hours	08:00 – 20:00 Monday to Friday (excluding National Public Holidays)
	Out of Business Hours	20:00 – 08:00 Monday to Saturday; 08:00 Saturday – 08:00 Monday; and National Public Holidays (24 hours)
Premium Plus package	Business Hours	08:00 – 20:00 Monday to Friday (excluding National Public Holidays)
	Out of Business Hours	20:00 – 08:00 Monday to Saturday; 08:00 Saturday – 08:00 Monday; and National Public Holidays (24 hours)

15.24 Users must contact the Service Desk for all Requests, Incidents and other support in relation to the Enterprise Mobility Managed service by calling 1800 994 905 or emailing

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support@mscmobility.com.au (or such other phone number or email address as notified by us from time to time) during the applicable Enterprise Mobility Managed service period.

- 15.25 All calls and emails to the Service Desk will be classified as a Request or Incident in accordance with the sections above entitled Supported Handset support and Enterprise Mobility Data service support.
- 15.26 If you have the Entry Level and Base package, all calls and emails to the Service Desk which are logged outside Business Hours will be followed up by the Service Desk the next Business Day during Business Hours.
- 15.27 If you have the Base, Premium or Premium Plus package, a User may contact the Service Desk during Out of Business Hours for any Requests or, Incidents in relation to:
  - (a) Supported Handset support – but only for Requests in relation to Supported Handset passwords and Supported Handset disablement (for lost or stolen Supported Handsets); and
  - (b) BES or EMP Incident support – but only for platform Application monitoring and alert response / resolution.

The call will be answered by an on-call service and routed to an After Hours Support Engineer who will attempt to contact the User within 1 hour of receiving the call. All calls and emails to the Service Desk which are logged during Out of Business Hours will be followed up by the Service Desk the next Business Day during Business Hours.

- 15.28 If the Service Desk is unable to satisfy the Request or resolve the Incident, it may liaise with any relevant third party suppliers to complete the Request or resolve the Incident on your behalf.

**Availability Targets**

- 15.29 We will aim, but do not guarantee, to make the Service Desk available in accordance with the following availability targets:

Description	Definition	Target
Enterprise Mobility Managed service Desk Availability	Service Desk Operational Integrity including systems and process.	99%





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EMP Application Availability – Hosted by you (subject to your hardware and network availability)	EMP technology functions including mail routing, 'push' functionality, user management and authentication/authorisation etc.	Base package: 97% during Business Hours. Premium package: 97%.
EMP Application Availability – Turn-Key Hosting by us	EMP technology functions including mail routing, 'push' functionality, user management and authentication/authorisation etc.	Single EMP Server: 97%. EMP Server with warm standby EMP server: 98%. EMP Server pair(s) with Active / Passive LAN Failover: 99%.

**Note:** EMP service availability is only applicable if we are able to deploy an EMP monitoring and alerting service.

15.30 For the avoidance of doubt, the availability target “EMP Application Availability – Turn-Key Hosting by us” described above is not limited or reduced in any way by the “Request – Response and Restoration Targets” below.

15.31 Availability in a month is calculated as the number of hours for which the Enterprise Mobility Managed service is available in that month, in accordance with the following formula:

$$((\text{Scheduled Time} - (\text{Downtime} - \text{Excusable Downtime})) \times 100) / \text{Scheduled Time}$$

Where:

**"Availability"** means the Enterprise Mobility Managed service can be accessed or used by one or more Users.

**"Scheduled Time"** in a month means the number of hours specified as hours during which the Enterprise Mobility Managed service is scheduled to be available.

**"Downtime"** means the number of hours during Scheduled Time in that month during which the Enterprise Mobility Managed service is not available.

**"Excusable Downtime"** is any scheduled maintenance or planned outage period; any unavailability of the Enterprise Mobility Managed service caused by a defect, error or malfunction in any item of hardware, software, configuration or service, and communications not within our control; and any unavailability of the Enterprise Mobility Managed service caused by an event beyond our reasonable control.



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**Incident - Response and Restoration Targets**

15.32 We will aim, but do not guarantee, to respond and restore an Incident within the following target timeframes:

**Base package**

Severity level	Response Times	Update Frequency	Restoration Times	Target
<b>1 (Critical)</b>	30 min	2 hour	4 hours	90%
<b>2 (Major)</b>	60 min	4 hours	1 Business Day	90%
<b>3 (Minor)</b>	2 hour	8 hours	3 Business Days	90%

**Premium package**

Severity level	Response Times	Update Frequency	Restoration Times	Target
<b>1 (Critical)</b>	15 min	1 hour	2 hours	90%
<b>2 (Major)</b>	30 min	2 hours	8 hours	90%
<b>3 (Minor)</b>	1 hour	8 hours	2 Business Days	90%

**Premium Plus package**

Severity level	Response Times	Update Frequency	Restoration Times	Target
<b>1 (Critical)</b>	15 min	1 hour	2 hours	90%
<b>2 (Major)</b>	30 min	2 hours	8 hours	90%
<b>3 (Minor)</b>	1 hour	8 hours	2 Business Days	90%

**Request – Response and Restoration Targets**

15.33 We will aim, but do not guarantee, to respond and restore Requests from a User (or an authorised third party) for information or advice within the following target timeframes:

**Base package**

Request Type	Description	Response	Restoration			Availability	
			Urgent	Standard	Target	Business Hours	After Hours
<b>MAC</b>	User or Device Add/Change/Delete	2 hour	N/A	2 Business Days	90%	Yes	No

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<b>Security</b>	Kill Pill/ Password Reset	1 hour*	N/A	1 hour	90%	Yes	No
<b>How To / RFI</b>	Information Request	4 hours	N/A	5 Business Days	90%	Yes	No

\* Security changes will be picked up next Business Day.

#### Premium package

Request Type	Description	Response	Restoration			Availability	
			Urgent	Standard	Target	Business Hours	After Hours
<b>MAC</b>	User or Device Add/Change/ Delete	1 hour	1 hour	1 Business Day	90%	Yes	No
<b>Security</b>	Kill Pill/ Password Reset	15 mins**	15mins	30mins	90%	Yes	Yes
<b>How To / RFI</b>	Information Request	1 hour	N/A	3 Business Days	90%	Yes	No

\*\* Response time for Security changes will be within 30 minutes after business hours.

#### Premium Plus package

Request Type	Description	Response	Restoration			Availability	
			Urgent	Standard	Target	Business Hours	After Hours
<b>IMACD</b>	Installation/Move/Change	1 hour	1 hour	1 Business Day	90%	Yes	No
<b>IMACD</b>	Add and Provision/Delete and Dispose/Refresh Handsets	1 hour	N/A	2 Business Days	90%	Yes	No
<b>Security</b>	Kill Pill/ Password Reset	15 mins**	15mins	30mins	90%	Yes	Yes
<b>How To / RFI</b>	Information Request	1 hour	N/A	3 Business Days	90%	Yes	No

\*\* Response time for Security changes will be within 30 minutes after business hours.

#### Quality Targets

15.34 We will aim, but do not guarantee, to meet the following Quality targets in relation to the Service desk:

#### Base package

Metric	Target
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Average Mean Time to Resolution	< 10hrs
GoS - % of calls answered with in 45 secs	70%
Abandoned calls	< 5%
Average Call Handling Time	< 15mins

#### Premium package

Metric	Target
Average Mean Time to Resolution	< 6hrs
GoS - % of calls answered with in 30 secs	80%
Abandoned calls	< 3%
Average Call Handling Time	< 10mins

#### Premium Plus package

Metric	Target
Average Mean Time to Resolution	< 6hrs
GoS - % of calls answered with in 30 secs	80%
Abandoned calls	< 3%
Average Call Handling Time	< 10mins

#### Note:

Mean Time to Resolution is measured as an average for all Incidents and Requests.

GoS, Abandoned calls and Average Call Handling Time is measured for each inbound phone, not per User.

- 15.35 The above Quality targets are not included in any monthly reporting. If requested, we can provide statistics on these metrics.

#### Service Assurance terms

- 15.36 You must provide us with all reasonable assistance in a timeframe which will enable us to meet the Service Level targets. If you are unable to do so, then the applicable target timeframes will be extended by the amount of time which elapses before you are able to

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provide the necessary assistance.

- 15.37 We will not be responsible for a failure to meet any Service Level targets where the failure is caused or contributed to by:
- (a) your infrastructure, software (including email systems) or configurations that support the Enterprise Mobility Managed service;
  - (b) any unauthorised changes to your technology infrastructure, software (including email systems) or configurations that support the Enterprise Mobility Managed service; or
  - (c) an act beyond our reasonable control.
- 15.38 The following statuses for Incidents and Requests will stop the Service Level clock on a ticket due to an act beyond our reasonable control to continue to resolve the Incident or Request within the applicable Service Level target:
- (a) **Waiting for User** – a User has been asked to perform a test or provide feedback on a reported Incident or Request and is not able to immediately provide the feedback or perform the test. The ticket will be placed on this status which stops the Enterprise Mobility Managed Service Level clock. The Enterprise Mobility Managed service Desk will conduct an outbound follow up via phone or email with the User every 2 days to solicit the feedback and change the ticket status back to **Open** once the feedback has been received.
  - (b) **With Third Party** – a third party support group is required to perform an action to assist implementation of the Restore or Resolution of the Enterprise Mobility Managed service. The ticket will be placed on this status which stops the Service Level clock. The Service Desk will conduct an outbound follow up via phone or email with the third party every day to solicit the feedback and change the ticket status back to **Open** once the feedback has been received. Where external suppliers or your infrastructure is influencing a delay in Restoration, the Restoration time will increase to the extent of the delay.
  - (c) **Restore-Confirm** – the Enterprise Mobility Managed service has been restored for the User but feedback from the User to confirm the Restore was successful is not immediately available. The ticket will be placed on this status which stops the Service Level clock. The Service Desk will conduct an outbound follow up via phone or email with the User every 2 days to solicit the feedback and change the ticket status back to **Open** once the feedback has been received.

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### **Scheduled Maintenance**

- 15.39 From time to time we will perform scheduled maintenance in connection with the Enterprise Mobility Managed service, which may involve us interrupting the Enterprise Mobility Managed service to perform work such as network upgrades, hardware / software modifications or testing. We will provide you with reasonable prior notice.
- 15.40 You acknowledge that during any scheduled maintenance period you may not be able to retrieve or send email, appointments, data or use other Enterprise Mobility related functions.
- 15.41 The Service Level targets will not apply in relation to any scheduled maintenance.

### **Enterprise Mobility Asset and Fleet Management (Supported Handset pool)**

- 15.42 If you have the Premium Plus package, we will:
- (a) establish and manage a Supported Handset pool for the purpose of replacing faulty Supported Handsets and provisioning new Supported Handsets;
  - (b) track and record required Enterprise Mobility asset details for all your Users;
  - (c) report on required Enterprise Mobility asset details for asset management purposes; and
  - (d) make recommendations on refreshing your Supported Handsets where they are 24 or more months old from the date of purchase and/or based on our assessment on the reliability and serviceability of the Supported Handset.
- 15.43 We will keep the Supported Handset pool at a minimum level of 3% of your total Supported Handset fleet, provided there are no restrictions on the supply of Supported Handsets from Supported Vendors.
- 15.44 You must notify us of any change in the size of your Supported Handset fleet which is greater than 10%, in which case the parties will discuss and agree any necessary changes to the Enterprise Mobility Managed service.
- 15.45 We will not be responsible for any Supported Handset which is not under our direct control.

### **EMP Platform Application - Maintenance and Monitoring**

### **Capacity Management – Monthly User Licence**

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15.46 We will perform capacity checks for active and inactive Users against your client access licence levels.

15.47 We will provide a monthly report that contains:

- (a) Number of inactive (not activated / not running) Users;
- (b) Users who have had no contact with the EMP for more than 14 days; and
- (c) Users who have had no contact with the EMP for more than 28 days.

#### **Availability Management – EMP service monitoring**

15.48 We will monitor the Supported EMP Application functions and services set out above in the table under the heading “Supported EMP Application and Functions” for continuous stoppages of more than 5 minutes, and will generate an alert for each event of this kind. Each alert is generated as an Incident and will be initially logged as a Severity 3 Incident while we conduct further investigations. We will raise the Severity Level upon repeat alerts or if our investigations determine it is a Severity 1 or 2 Incident.

15.49 Some or all of the following EMP services may be necessary for consistent performance of the EMP core solution functions such as Email and Organiser Data Synchronisation and Reconciliation:

- (a) EMP Alert Service;
- (b) EMP Attachment Service;
- (c) EMP Collaboration Service (Enterprise Instant Messaging Integration only);
- (d) EMP Controller Service;
- (e) EMP Dispatcher Service;
- (f) EMP Mobile Access or Connection Service (Internet Browsing);
- (g) EMP Policy Service;
- (h) EMP Router Service; and
- (i) EMP Synchronisation Service.

#### **Self service monitoring**

15.50 As part of the Enterprise Mobility Managed service we will provide you with the ability to

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measure the connection status of the Messaging Agent (the Enterprise Mobility service that scans a User's mailboxes and assists with synchronising changes to the User's Supported Handset) via a simple customised Windows Performance Monitor.

- 15.51 To maximise the availability of your Enterprise Mobility Managed service, we recommend you regularly:
- (a) perform Database consistency checks to ensure that the Enterprise Mobility Configuration Database (which is the core of the Enterprise Mobility solution and contains your Users' device settings and configuration data) remains stable and avoids corrupted data; and
  - (b) create an automated ticket to log a Request in relation to each Database consistency check performed in accordance with paragraph (a) above to confirm whether the check was successful or unsuccessful.

### **Release Management**

- 15.52 We will review each EMP deployment of either an application or a release, upgrade, update or patch (in relation to your EMP service or Supported Handset) that has been issued by a Supported Vendor and acquired by you from us or the Supported Vendor (**Release**) for applicability and criticality when they are available as a general release from the Supported Vendor. If we consider the Release to be relevant to maintaining the availability and security of your EMP service, and provided it does not impact functionality, we will:
- (a) if you have the Base package, test and implement the Release (for EMP software and select updates only) within 90 days of the Supported Vendor making it available as a general release; and
  - (b) if you have the Premium or Premium Plus package:
    - (i) test and implement each major EMP Release within 90 days of the Supported Vendor making it available as a general release;
    - (ii) test and implement each minor EMP Release within 60 days of the Supported Vendor making it available as a general release; and
    - (iii) implement any Supported Handset firmware upgrades and/or patching, either prior to Supported Handset activation or at the recommendation of the Supported Vendor,

in accordance with the change and release management process set out in the section under the heading Change and Release Management Process below.



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#### **Change and Release Management Process**

- 15.53 You must notify us of any planned changes to the platform and its services, including the operating system, back-ups, anti-virus and security as follows:
- (a) for regular changes, you must provide us with at least 14 days prior notice; and
  - (b) for emergency changes, you must provide us with at least 8 Business Hours notice.
- 15.54 Each change or release, including changes to the EMP configuration, must be approved by the parties before it is implemented. We will not approve a change until the following actions have been satisfied:
- (a) change definition completed;
  - (b) change windows identified, including resource availability (physical and technical);
  - (c) change tasks defined;
  - (d) roll-back tasks defined;
  - (e) test plan defined;
  - (f) test plan actioned, including roll-back plan (subject to constraints notified by us);
  - (g) change window confirmed (release date);
  - (h) Enterprise Mobility Managed service Desk notified of release date;
  - (i) you have informed us that internal approval has been provided by each of your internal representatives concerned with the change; and
  - (j) each of our representatives and specialists has approved the change.
- 15.55 You must not make any changes to the infrastructure, software (including email systems) or configurations that support the Enterprise Mobility Managed service without complying with the section above under the heading Change and Release Management Process. You indemnify us against all losses suffered or incurred by us arising out of or in connection with your failure to comply with the section above under the heading Change and Release Management Process.

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#### Service Management

##### Enterprise Mobility Managed service reports

15.56 If you have the Base package, we will provide the following monthly reports:

- (a) a ticket list report that contains the following information in relation to all Incidents and Requests logged by the Service Desk:
  - (i) Date logged;
  - (ii) Ticket Reference;
  - (iii) Ticket Category and Type;
  - (iv) Summary of ticket details;
  - (v) Resolution Summary;
  - (vi) Service Level timestamps; and
  - (vii) Resolution time.
- (b) a simple maintenance report of the EMP Applications that contains the following information:
  - (i) EMP Application licence levels (being the total available client access licence and total number of Users);
  - (ii) changes to EMP infrastructure and environment; and
  - (iii) any other recommendations (on a quarterly basis) on improving the Enterprise Mobility Mobile Wireless service with respect to EMP infrastructure and applications.

15.57 If you have the Premium or Premium Plus package, we will provide the following monthly reports:

- (a) a ticket list report as set out in this section above; and
- (b) a Enterprise Mobility Managed service report that contains the following information:
  - (i) changes to EMP infrastructure and environment;

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- (ii) Availability;
- (iii) any unplanned outages, including root cause analysis and suggested preventative measures;
- (iv) Releases implemented;
- (v) capacity of EMP infrastructure and Applications; and
- (vi) any other recommendations on improving the Enterprise Mobility Mobile Wireless service with respect to EMP infrastructure and applications.

15.58 If you have the Premium Plus package, we will also provide a monthly Enterprise Mobility asset management report that contains the following information:

- (a) Supported Handset pool levels;
- (b) Number of new Supported Handsets;
- (c) Number of Supported Handsets repaired and refreshed; and
- (d) Forecast of Supported Handsets to be refreshed over the next three months.

**Enterprise Mobility Managed service meetings**

15.59 If you have the Premium Plus package, we will meet with you each month at an agreed time and place to review and discuss the monthly Enterprise Mobility Managed service report.

**Law of Large Numbers**

15.60 Because percentages become less accurate for displaying results the smaller the number becomes, if the total number of tickets logged for a particular category of Incident or Request is less than 40, the below table will be used to measure and display Service Level results for reporting in accordance with the section above under the heading Change and Release Management Process.

Total Number of Tickets Logged	Allowable Ticket Failures	Ticket Failures / Enterprise Mobility Managed service Level result		
		Failure to meet Enterprise Mobility Managed service Level Targets	Enterprise Mobility Managed service level Targets achieved	Enterprise Mobility Managed service Level Targets exceeded



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1 to 10	1	$\geq 2$	1	0
11 to 20	2	$\geq 3$	2	$\leq 1$
21 to 30	3	$\geq 4$	3	$\leq 2$
31 to 40	4	$\geq 5$	4	$\leq 3$

**Note:** Service Level results are measured and displayed by the number of ticket failures compared to the total with an allowable number of failures per range of 10 tickets.

**Fleet Management Service Level Targets (Premium Plus Package Only)**

- 15.61 This section in relation to Fleet Management Service Level Targets applies only to Premium Plus package customers.
- 15.62 We will try, but do not promise, to meet the following service level targets for the following fleet management services outlined below:

<b>Fleet Management Services</b>	<b>Application</b>	<b>Service Level Targets</b>
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Fleet Management Services	Application	Service Level Targets
<p>Mobile device delivery for up to 100 new service connections</p> <p>(For orders of mobile devices and accessories for more than 100 new service connections, this target will not apply. We will discuss and agree a delivery time with you.)</p>	<p>This service level target <b>only</b> applies to:</p> <ul style="list-style-type: none"> <li>• telephone and email orders from Users; and</li> <li>• email orders from users with Other Devices which are directed to and received at our nominated Enterprise Mobility Managed Service Desk email address.</li> </ul>	<p><b>For delivery of 90% of new mobile devices</b></p> <p>Provided the Enterprise Mobility Managed Service Desk receives your completed <b>telephone or electronic order</b> on a business day before 12.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> areas – next business day following receipt of your order.</li> <li>• Delivery to <b>Regional</b> areas – within 2 business days following receipt of your order.</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p>

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Fleet Management Services	Application	Service Level Targets
<p>Faulty mobile device repairs</p>	<p>This service level target <b>only</b> applies to:</p> <ul style="list-style-type: none"> <li>• telephone and email orders from Users; and</li> <li>• email orders from users with Other Devices which are directed to and received at our nominated Enterprise Mobility Managed Service Desk email address</li> </ul>	<p><b>For 90% of faulty mobile devices:</b></p> <p>Repair and delivery</p> <ul style="list-style-type: none"> <li>• Spare Pool location in <b>Metropolitan</b> areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre</li> <li>• in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> <li>• replacement parts are not available for your mobile device from the mobile device manufacturer;</li> <li>• the Enterprise Mobility Managed Service Desk determines that your mobile device needs to be returned to the mobile device manufacturer for repair.</li> </ul>

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Fleet Management Services	Application	Service Level Targets
Replacement of lost or stolen mobile devices	<p>This service level target <b>only</b> applies to:</p> <ul style="list-style-type: none"> <li>• telephone and email orders from Users; and</li> <li>• electronic orders from users with Other Users Devices which are directed to and received at our nominated Enterprise Mobility Managed Service Desk email address</li> </ul>	<p><b>For delivery of 95% of replacement mobile devices</b></p> <p>Provided that the Enterprise Mobility Managed Service Desk receives your completed <b>telephone or electronic order</b> on a business day before 12.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> and <b>Regional</b> areas – next business day following receipt of your order.</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Delivery within the above timeframes may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p>

15.63 The above service level targets will not apply:

- (a) if you order mobile devices, services or activations through any delivery channel

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other than the Enterprise Mobility Managed Service Desk; or

- (b) to any orders received in relation to Other Users Devices (as described in clause above under the heading “Eligibility”).

### **Other professional services**

- 15.64 If requested we can provide other professional services. We will provide you with a quote for your approval before providing any other professional services.

### **Your obligations**

- 15.65 You must nominate a person to be your single point of contact with us for all matters in relation to the Enterprise Mobility Managed service.
- 15.66 Unless otherwise specified as part of your Enterprise Mobility Managed service package, you and your Users are responsible for the purchase of any Enterprise Mobility service, Supported Handsets and accessories, and any other ancillary products and services.
- 15.67 Unless we host the Enterprise Mobility Platform, you must not prevent us from connecting to the EMP server located on your premises for the purpose of us providing the Enterprise Mobility Managed service, unless the method of connection:
- (a) breaches your documented IT security policy for remote connections;
  - (b) poses a significant and tangible threat to your business operations; or
  - (c) your Enterprise Mobility Managed service has been terminated.
- 15.68 You acknowledge that mechanisms and procedures that you may use for the purpose of establishing secure external third party connections may hinder or prevent us from providing the Enterprise Mobility Managed service. If so, the parties will work together in good faith to implement a suitable external third party connection scheme that will enable us to provide the Enterprise Mobility Managed service.
- 15.69 You:
- (a) must not resell or resupply the Enterprise Mobility Managed service;
  - (b) unless we host the Enterprise Mobility Platform, are responsible for the platform and its services including the operating system, back-ups, anti virus and security. Backups should include the SQL database, Applications and the operating system;
  - (c) must not make any unauthorised changes to any infrastructure, software (including



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email systems) or configurations that support the Enterprise Mobility Managed service without complying with the change and release management process set out in the section under the heading Change and Release Management Process above;

- (d) must notify us of any changes to your technology environment which may impact the Enterprise Mobility Managed service, including any changes to your email infrastructure and network (such as firewalls and gateways);
- (e) provide us (or our representatives) with all reasonable assistance and access to your information, premises and systems as requested by us from time to time in connection with us providing the Enterprise Mobility Managed service; and
- (f) comply with all our reasonable instructions and procedures in relation to the Enterprise Mobility Managed service as notified to you.

15.70 You must ensure that you have sufficient security infrastructure in place to prevent email viruses, denial of service attacks and other malicious digital attacks. We will not be liable for any loss or damage that you or any other person may suffer as a result of:

- (a) your Supported Handsets; or
- (b) unless we host the Enterprise Mobility Platform, EMP infrastructure, becoming infected with a virus, malware or other form of malicious software.

15.71 If we need to attend your premises in relation to the Enterprise Mobility Managed service, you must ensure that our personnel (or our representatives) are provided with a safe and appropriate working environment when working on your premises.

15.72 You warrant that your use of the Enterprise Mobility Managed service will not:

- (a) breach any law, regulation, industry code or standard; or
- (b) infringe the rights of any third party.

15.73 You indemnify us against all losses suffered or incurred by us arising out of or in connection with your failure to comply with this section entitled “Your Obligations” [.](#)

#### **Using your handset overseas**

15.74 You could breach the laws of another country (in particular the United States or Canada) if you use, send or take a handset outside of Australia. This is partly due to laws regulating the importation, exportation and use of encryption software contained within a

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handset.

- 15.75 You may only use the handset in, or send or take it to or from, other countries approved by us for your network. We will provide a list of approved countries for handset on the telstra.com website. We may update this list from time to time.

### **Password protection**

- 15.76 Each Supported Handset has a password protection function. You must make sure that this function is always activated on your Supported Handset, regardless of who is using it.

### **Responsibility for use of the Enterprise Mobility Managed service**

- 15.77 You are solely responsible for your use of the Enterprise Mobility Managed service and the content and security of any data or information which is sent or received using your Supported Handset and the Enterprise Mobility Managed service.

### **General**

- 15.78 You must use your Supported Handset, our services and our networks in accordance with our Acceptable Use Policy available [www.telstra.com](http://www.telstra.com). We may terminate your access to our networks if you use them to adversely impact the operation and/or other customers' enjoyment of our network or if you breach a material term of these terms, in accordance with the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)). We will tell you before this happens.

## **Special Meanings**

The following words have the following special meanings:

**Enterprise Mobility Platform** or **EMP** means the component of the Enterprise Mobility Managed service solution that either provides corporate wireless data synchronisation and device management services to Supported Handsets, or manages the corporate wireless data synchronisation and device management services to Supported Handsets. The enterprise mobility platform is made up of server infrastructure, an operating system and an enterprise mobility platform application.

**Incident** means an event which is not part of the standard operation of a service and which causes or may cause disruption to a reduction in the quality of services and User productivity, as described in the sections above entitled Supported Handset support and

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Enterprise Mobility Data service support.

**Metropolitan Area** or **Metropolitan** means the metropolitan areas of the following cities:

- (a) Sydney,
- (b) Canberra,
- (c) Melbourne,
- (d) Hobart,
- (e) Adelaide,

**Request** means a request from a User (or an authorised third party) for information or advice, as described in the sections above entitled Supported Handset support and Enterprise Mobility Data service support.

**Response** occurs when action is taken to assign an Incident or Request ticket and an email is sent to the requestor to inform them the Incident or Request has been received and assigned to an individual person for resolution.

**Restoration** occurs when action is taken to implement and confirm that the User has the required level of Enterprise Mobility Managed service working to perform their job role or function (E.g. restore an email sending incident so the User can send email from their Supported Handset). Restoration may be implemented by performing a workaround or temporary resolution which will be followed up at a later date and have a permanent resolution implemented or may be implemented using a permanent resolution.

**Severity 1 (Critical)** means failure of the system with a major business impact affecting more than one User, business critical system or process with no workaround.

**Severity 2 (Major)** means one or more Users are affected by the failure of a business critical system or Application which may have a workaround that can not be sustained over a reasonable period of time (more than 1 day).

**Severity 3 (Minor)** means one User is affected and not business critical which may have a workaround that can be sustained over a reasonable period of time (more than 1 day).

**Standard Request** means there is no immediate impact and the request is not business critical.

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**Supported Handset** means:

- (i) an eligible BlackBerry handset that is manufactured by Research in Motion Limited (**RIM**) and approved by us, including the BlackBerry 81XX, BlackBerry 8800, BlackBerry Bold 9XXX, BlackBerry Curve and BlackBerry 87XX models; and
- (ii) an eligible smartphone handset that is manufactured by a Supported Vendor and approved by us, including the Apple iPhone MC131X or later model, Apple devices running iOS 3.1 or later version, devices using the Windows Phone 7 operating system, and devices using the Android operating system.

**Supported EMP Vendor** means a vendor that supplies Enterprise Mobility Platform services that are approved by us and compatible with the Enterprise Mobility Managed service. Our list of Supported EMP Vendors may change from time to time. You may request a copy of our list of Supported EMP Vendors at any time.

**Supported Vendor** means a vendor that manufactures smartphones or other mobile handsets and that is approved by us, including Apple Pty Limited and Apple Inc. Our list of Supported Vendors may change from time to time. You may request a copy of our list of Supported Vendors at any time.

**Urgent Request** means there is an immediate impact and / or the request is business critical.

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## 16 Enterprise Mobility Managed Service 2

**Enterprise Mobility Managed Service 2 is only available to customers who sign a new Enterprise Mobility Managed Service 2 agreement on and from 1 February 2014, unless otherwise agreed).**

**What is the Enterprise Mobility Managed Service 2?**

- 16.1 Our Enterprise Mobility Managed Service 2 provides Supported EMP Applications which we will monitor, manage, maintain and provide user support services for, by way of a managed application layer for eligible customers in relation to Enterprise Mobility services and Supported Devices.

**What is the Enterprise Mobility Platform?**

- 16.2 The Enterprise Mobility Platform (“**EMP**”) is the component of the Enterprise Mobility Managed Service 2 that provides device management services to Supported Devices, or manages the Supported EMP Applications and the corporate wireless data

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synchronisation. The EMP consists of server infrastructure, an operating system and a Supported EMP Application.

- 16.3 For an Enterprise Mobility Managed Service 2 to support Supported Devices (other than BlackBerry devices), you must connect the Supported Devices to an EMP. The EMP can either be hosted by us or by a Supported EMP Vendor (to ensure the Supported EMP Vendor's EMP is compatible with your Enterprise Mobility Managed Service 2).
- 16.4 If the EMP is hosted by us or a Supported EMP Vendor, certain terms below regarding the Enterprise Mobility Managed Service 2 will not apply to you (as specified below).
- 16.5 To use the Enterprise Mobility Managed Service 2, you may be required to agree to an End User Licence Agreement (“EULA”) in relation to the Enterprise Mobility Managed Service 2 with a Supported EMP Vendor or other third party supplier approved by us. We can provide a copy of the EULA to you upon request.

#### Supported Devices

- 16.6 The Enterprise Mobility Managed Service 2 will only support Supported Devices which are:
- (a) connected to a Telstra mobile data plan (“**Telstra Supported Device**”); and
  - (b) connected to a mobile data plan from a carrier other than Telstra or is Wi-Fi only (“**BYO Supported Device**”).

#### Minimum Term

- 16.7 You must take the Enterprise Mobility Managed Service 2 for a minimum term of 24 months.
- 16.8 If your Enterprise Mobility Managed Service 2 is cancelled or terminated for any reason (other than for our material breach) during the minimum term, we may charge you an early termination charge calculated as follows:

$$A \times B \times 25\%$$

Where:

"A" means the average service charges paid or payable each month by you for the Enterprise Mobility Managed Service 2 up to the date of cancellation or termination.

"B" means the number of months (or part of a month) remaining in the minimum term.

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You acknowledge that this amount is a genuine pre-estimate of the loss that we are likely to suffer.

#### Service charges

- 16.9 You must pay us the Enterprise Mobility Managed Service 2 charges specified below. For the avoidance of doubt, these service charges do not include any charges for any telecommunications services used in connection with the Enterprise Mobility Managed Service 2.

#### Monthly Support charges (Telstra Supported Devices)

- 16.10 We will charge you the following monthly support charge for each Telstra Supported Device:

Service component	Monthly charge per Supported Device (ex GST)	Monthly charge per Supported Device (inc GST)
Service Desk support (per Supported Device)	\$9.09	\$10.00

- 16.11 Depending on what Enterprise Mobility Managed Service 2 tier you choose, we may also charge you the following monthly support charge for each Telstra Supported Device:

Service component	Monthly charge per Supported Device (ex GST)	Monthly charge per Supported Device (inc GST)
Tier 1 – Supported EMP Applications	\$6.00	\$6.60
Tier 2 – Supported EMP Applications	\$13.64	\$15.00
Tier 3 – Supported EMP Applications	\$ price on application	\$ price on application
Tier 4 – Supported EMP Applications	\$ price on application	\$ price on application

#### Monthly Support charges (BYO Supported Devices)

- 16.12 We will charge you the following monthly support charge for each group of 50 BYO Supported Devices you have. For example, if you have 1 BYO Supported Device we will charge you for 50 BYO Supported Devices, and if you have 51 BYO Supported Devices we will charge you for 100 BYO Supported Devices.

Service component	Number of BYO Supported Devices	Monthly charge per Supported Device (ex GST)	Monthly charge per Supported Device (inc GST)
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Service Desk support (per group of 50 Supported Device)	50	\$454.50	\$500.00
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16.13 Depending on what Enterprise Mobility Managed Service 2 tier you choose, we will also charge you the following monthly support charge for each group of 50 BYO Supported Devices you have. For example, if you have 1 BYO Supported Device we will charge you for 50 BYO Supported Devices, and if you have 51 BYO Supported Devices we will charge you for 100 BYO Supported Devices.

Service component	Number of BYO Supported Devices	Monthly charge (ex GST)	Monthly charge (inc GST)
Tier 1 – Supported EMP Applications	50	\$300.00	\$330.00
Tier 2 – Supported EMP Applications	50	\$681.82	\$750.00

16.14 We determine the number of Supported Devices on the 21<sup>st</sup> day of the previous month. You acknowledge that your monthly support charge may change each month depending on the number of Supported Devices you have.

**Eligibility**

16.15 You are only eligible for the Enterprise Mobility Managed Service 2 if you are a Telstra Enterprise and Government customer with an existing Telstra mobile account.

16.16 You can only use the Enterprise Mobility Managed Service 2 if:

- (a) you or a person within your organisation has:
  - (A) an active Enterprise Mobility service provided by us with a properly configured Supported Device that allows you to send and receive e-mail over the internet, browse the internet using the Enterprise Mobility HTML browser or a native application approved and managed by us, and to use our compatible networks for voice calls, text messages and BigPond mobile Enterprise Mobility Managed Services 2 (“**Enterprise Mobility service**”) unless otherwise agreed to by us. If we agree to support a device to Users in your fleet that does not meet these criteria (“**Other Users Devices**”), then we will only support Other Users Devices for the following functions:
  - (B) support from the Service Desk for Incidents and Requests as part of Supported Device, Supported EMP Applications and Supported



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- Hardware support (except to the extent that you have acquired Supported EMP Applications and Functions from us);
- (C) Scheduled Maintenance (other than in respect of the EMP); and
  - (D) Service Management (other than in respect of the EMP);
- (ii) a Supported Device that is connected to an EMP that is supplied either by us or by a Supported EMP Vendor; and
  - (iii) a Supported Device that is approved by us for the purposes of using the Enterprise Mobility Managed Service 2 (“User”);
- (g) Users acquire and maintain a compatible Enterprise Mobility Managed Service 2 and Supported Device with us;
  - (h) Users maintain an EMP that is compatible with the Enterprise Mobility Managed Service 2, either with us or with a Supported EMP Vendor;
  - (i) the Supported Devices are not classified as 'end-of-line' by the Supported Device Vendor and do not have software that is more than 4 releases from the current software recommended by the Supported Device Vendor;
  - (j) unless we host the EMP, you deploy a connection protocol approved by us for the management and support of the EMP; and
  - (k) unless we host the EMP, you deploy the EMP monitoring and alerting Enterprise Mobility Managed Services 2 on independent infrastructure to allow us to proactively respond to EMP platform issues.

16.17 Unless otherwise agreed, you are responsible for any hardware, facilities, Supported Devices, accessories or Enterprise Mobility Managed Services 2, and any other telecommunication Enterprise Mobility Managed Services 2 and equipment required to use the Enterprise Mobility Managed Service 2.

**Third Party suppliers**

16.18 You acknowledge that we may purchase some components of your Enterprise Mobility Managed Service 2 from third party suppliers. If one of our third party suppliers suspends, cancels or terminates a service that we rely on to provide you with your Enterprise Mobility Managed Service 2, we may:

- (a) replace or modify your Enterprise Mobility Managed Service 2; or



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- (b) suspend, cancel or terminate your Enterprise Mobility Managed Service 2 or the affected part.

16.19 We will give you as much notice as is reasonably possible in the circumstances.

16.20 You agree that we may need to provide your contact details and all other necessary information to any third party suppliers we use to provide the Enterprise Mobility Managed Service 2.

**Supported EMP Applications**

16.21 You may apply for any one of the following Enterprise Mobility Managed Service 2 tiers as described in the table below:

<b>Tier 1 – Supported EMP Applications*</b>	
1.	MobileIron – Virtual Smartphone Platform (VSP)
2.	MobileIron – Sentry
3.	AirWatch – Mobile Device Management (MDM)
4.	AirWatch – Secure eMail Gateway
5.	Cisco – Cloud Web Security (previously known as Cisco – ScanSafe)
6.	Research in Motion (RIM) - BlackBerry Enterprise Server (BES) 10

\* If you acquire a Tier 1 - Supported EMP Application you must also have Service Desk support.

<b>Tier 2 – Supported EMP Applications</b>	
1.	AsdeqLabs - AsdeqDocs
2.	NettApp – NettApp Connect

<b>Tier 3 - Supported EMP Applications</b>	
1.	Nil

<b>Tier 4 - Supported EMP Applications</b>	
1.	Nil

16.22 Unless otherwise agreed, your Enterprise Mobility Managed Service 2 only applies to Supported EMP Applications which form part of your chosen Enterprise Mobility Managed Service 2 tier as set out in the tables above. We may change the Supported EMP Applications from time to time on written notice to you.

16.23 You acknowledge that certain features and functionality of a Supported EMP Application



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may not be available as part of your Enterprise Mobility Managed Service 2.

16.24 Depending on the Supported EMP Application you acquire, you may be required to delegate all administration and access rights for your Supported Devices to the relevant Supported EMP Vendor or other third party supplier approved by us; otherwise we may not be able to provide the Enterprise Mobility Managed Service 2 to you. For example, if you acquire AirWatch – Mobile Device Management as a Tier 1 – Supported EMP Application, you must delegate all administration and access rights for your Supported Devices to MSC Mobility Pty Ltd or other third party supplier approved by us.

16.25 Unless otherwise agreed, your Enterprise Mobility Managed Service 2 does not include:

- (a) Supported Device logistics (excluding activation), procurement, repair or replacement;
- (b) Enterprise Mobility Managed Service 2 management; or
- (c) Hosting the EMP.

**Logon name and password**

16.26 We will provide you with a logon name (“**Client Number**”) and password which will provide you with access to the support services and tools which form part of the Enterprise Mobility Managed Service 2.

16.27 You are responsible for ensuring the confidentiality of any Client Number and passwords issued to you as part of the Enterprise Mobility Managed Service 2. We will not be liable for any loss or damage that you or any other person may suffer as a result of your use of the Enterprise Mobility Managed Service 2 or from disclosing your Client Number or password.

**Supported Device support**

16.28 We will provide Supported Device support, which includes support for Incidents and Requests for the Supported Device Applications and Supported Device hardware functions set out in the “Supported Applications and Functions” section above.

16.29 For the purposes of Supported Device support, the Service Desk will support the following types of Requests, which will also be classified as the following Request categories for the purpose of providing Service Assurance:

Request Type	Request Category
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Supported EMP Application: <ul style="list-style-type: none"><li>• installation / reinstallation / uninstallation</li><li>• upgrade / downgrade</li><li>• update or patch version</li></ul>	IMACD
User changes, being swaps from one Supported Device to another Supported Device	IMACD
Training requests or bookings	RFI – Request for Information
How Do I...? Change a setting, perform a particular function	RFI – Request for Information

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16.30 For the purposes of Supported Device support, the Service Desk will support the following types of Incidents, which will also be classified as the following Incident categories for the purpose of providing Service Assurance:

<b>Incident Type</b>	<b>Incident Category</b>
Error or performance issue with accessory (car kit or headset) or accessory connection method such as Bluetooth	Device
Error or performance issue with Supported Device not related to Data Services	Device
Error or performance issue with the audio, volume, vibrations or associated settings on the Supported Device	Device
Error or performance issue with the Keys, Buttons, Trackball, or Touchscreen on the Supported Device	Device
Error or performance issue with the operating system, Supported Device restarts or power offs	Device
Error or performance issue with the phone or call log functions on the Supported Device	Device
Physical damage with the Supported Device – water damage, casing cracked, screen cracked	Device
Error or performance issue with the power, charging or battery functions on the Supported Device	Device
Error or performance issue with profile setup and settings, custom settings and options on the Supported Device	Device
Error or performance issue with the device screen, backlight, screen settings on the Supported Device	Device

**Enterprise Mobility Data service support**

16.31 We will provide basic Enterprise Mobility Data service support via the Service Desk, which includes support for Incidents and Requests for the Supported EMP Application Functions and services set out in the “Supported EMP Applications and Functions” section above and provided by an EMP to a Supported Device.

16.32 For the purposes of basic Enterprise Mobility Data service support, the Service Desk will support the following types of Requests, which will also be classified as the following Request categories for the purpose of providing Service Assurance:

<b>Request Type</b>	<b>Request Category</b>
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<ul style="list-style-type: none"> <li>add a User to the EMP – provision Enterprise Mobility Data service on EMP</li> <li>procurement and delivery of the Supported Device and SIM card (including any compatible car charger, travel kit and holster (<b>Starter Kit</b>))</li> <li>process orders for porting of mobile numbers from one SIM card to another SIM card</li> <li>process orders for the required mobile voice and data services on a SIM card (including global roaming)</li> </ul>	IMACD
Change a User's Account setting on the EMP: <ul style="list-style-type: none"> <li>Group</li> <li>EMP Account settings – PIM Sync, Redirection</li> </ul>	IMACD
<ul style="list-style-type: none"> <li>delete or remove a User from the EMP</li> <li>deactivation of the Supported Device and SIM card and disposal of the Supported Device</li> </ul>	IMACD
License key changes: <ul style="list-style-type: none"> <li>Add CALS / SRP Key(s)</li> <li>Remove CALS / SRP Key(s)</li> </ul>	IMACD
Reset device password on the Supported Device	IMACD
Reactivate Supported Device	IMACD
Disable / Block access / Wipe Supported Device)	Security
Create, Change or Delete an IT / User policy or IT / User policy setting	IMACD (RFC – Request for Change)
How Do I? Change a setting, perform a particular function	RFI – Request for Information

16.33 For the purposes of Enterprise Mobility Data service support, the Service Desk will support the following types of Service Incidents, which will also be classified as the following Service Incident categories for the purpose of providing Service Assurance:

Incident Type	Incident Category
An error or performance issue with address book synchronisation	Data Services
An error or issue performance with a Supported EMP Application	Data Services
An error or performance issue with a Supported EMP Application or service: <ul style="list-style-type: none"> <li>Service Name</li> <li>Domino Service / MAPI Profile</li> </ul>	Data Services

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An error or performance issue with EMP infrastructure: <ul style="list-style-type: none"> <li>• Mail Server</li> </ul>	Data Services
An error or performance issue with EMP licensing: <ul style="list-style-type: none"> <li>• CALS Expired</li> <li>• SRP Disabled / Expired</li> </ul>	Data Services
An error or performance issue with the Browser Service: <ul style="list-style-type: none"> <li>• Single Site access</li> <li>• Internet access</li> <li>• Intranet access</li> </ul>	Data Services
An error or performance issue with calendar synchronisation	Data Services
An error or performance issue with email synchronisation: <ul style="list-style-type: none"> <li>• Unable to Receive / Send</li> <li>• Synchronisation</li> <li>• Reconciliation</li> </ul>	Data Services
An error or performance issue with instant messaging	Data Services
An error or performance issue with memos / tasks synchronisation	Data Services

16.34 When reporting an Incident or making a Request to the Service Desk you must provide all the information we reasonably require (including completing any service request forms), otherwise we may not be able to resolve the Incident or complete the Request.

**Service Desk**

16.35 We will operate a service desk for Users to contact (“**Service Desk**”) as follows:

<b>Enterprise Mobility Managed Service 2 period</b>	<b>Australian Eastern Standard Time (AEST) or Australian Daylight Savings Time (ADSL)</b>
Business Hours	08:00 – 20:00 Monday to Friday (excluding National Public Holidays)
After Business Hours	20:00 – 08:00 Monday to Saturday; 08:00 Saturday – 08:00 Monday; and National Public Holidays (24 hours)

16.36 Users must contact the Service Desk for all Requests, Incidents and other support in relation to the Enterprise Mobility Managed Service 2 by calling 1800 994 905 or by emailing wireless@team.telstra.com (or such other phone number or email address we tell you from time to time) during the applicable Enterprise Mobility Managed Service 2



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period.

16.37 All calls and emails to the Service Desk will be classified as a Request or Incident in accordance with the “Supported Device support” and “Enterprise Mobility Data service support” sections above.

16.38 A User may contact the Service Desk during Out of Business Hours for any Requests or Incidents in relation to:

- (a) Supported Device support – but only for Requests in relation to Supported Device passwords and Supported Device disablement (for lost or stolen Supported Devices); and
- (b) EMP Incident support – but only for Supported EMP Application monitoring and alert response / resolution.

16.39 The call will be answered by an on-call service and routed to an After Hours Support Engineer who will aim to respond to the User in accordance with the applicable Service Assurance targets. All calls and emails to the Service Desk which are logged After Business Hours will be followed up by the Service Desk the next Business Day during Business Hours.

16.40 If the Service Desk is unable to satisfy the Request or resolve the Incident, it may liaise with any relevant third party suppliers to complete the Request or resolve the Incident on your behalf.

**Service Assurance**

**Availability Targets**

16.41 We will aim, but do not guarantee, to meet the following availability targets:

Description	Definition	Target
Service Desk Availability	Service Desk Operational Integrity including systems and process.	99%
Supported EMP Application Availability – Hosted by you (subject to your hardware and network availability)	EMP technology functions including mail routing, ‘push’ functionality, user management and authentication/authorisation etc.	97%

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Supported EMP Application Availability – Turn-Key Hosting by us	EMP technology functions including mail routing, 'push' functionality, user management and authentication/authorisation etc	Single EMP Server: 97%. EMP Server with warm standby EMP server: 98%. EMP Server pair(s) with Active / Passive LAN Failover: 99%.
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**Note:** EMP service availability is only applicable if we are able to deploy an EMP monitoring and alerting service.

16.42 For the avoidance of doubt, the availability target “Supported EMP Application Availability – Turn-Key Hosting by us” described above is not limited or reduced in any way by the “Request – Response and Restoration Targets” below.

16.43 Availability in a month is calculated as the number of hours for which the Enterprise Mobility Managed Service 2 is available in that month, in accordance with the following formula:

$$((\text{Scheduled Time} - (\text{Downtime} - \text{Excusable Downtime})) \times 100) / \text{Scheduled Time}$$

Where:

**"Availability"** means the Enterprise Mobility Managed Service 2 can be accessed or used by one or more Users.

**"Scheduled Time"** in a month means the number of hours specified as hours during which the Enterprise Mobility Managed Service 2 is scheduled to be available.

**"Downtime"** means the number of hours during Scheduled Time in that month during which the Enterprise Mobility Managed Service 2 is not available.

**"Excusable Downtime"** is any scheduled maintenance or planned outage period; any unavailability of the Enterprise Mobility Managed Service 2 caused by a defect, error or malfunction in any item of hardware, software, configuration or service, and communications not within our control; and any unavailability of the Enterprise Mobility Managed Service 2 caused by an event beyond our reasonable control.

**Incident – Response and Restoration Targets**

16.44 We will aim, but do not guarantee, to respond and restore an Incident within the following target timeframes:

Severity level	Response Times	Update Frequency	Restoration Times	Target
1 (Critical)	15 min	1 hour	2 hours	90%





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<b>2 (Major)</b>	30 min	2 hours	8 hours	90%
<b>3 (Minor)</b>	1 hour	8 hours	2 Business Days	90%

#### Request – Response and Restoration Targets

16.45 We will aim, but do not guarantee, to respond and restore Requests from a User (or an authorised third party) for information or advice within the following target timeframes:

Request Type	Description	Response	Restoration			Availability	
			Urgent	Standard	Target	Business Hours	After Business Hours
<b>IMACD</b>	User or Device Add/Change/Delete	1 hour	1 hour*	1 Business Day 2 Business Days**	90%	Yes	No
<b>Security</b>	Kill Pill/ Disable Device/Wipe Device	15 mins***	15mins	30mins	90%	Yes	Yes
<b>How To / RFI</b>	Information Request	1 hour	N/A	3 Business Days	90%	Yes	No

\* The Restoration time for Urgent IMACD Requests does not apply where a Device and/or SIM Card and Service needs to be ordered.

\*\* The Restoration time for Standard IMACD Requests to Add Users or Devices will be 2 Business Days if you acquire the Fleet Management service.

\*\*\* The Response time for Security changes will be within 30 minutes After Business Hours.

#### Quality Targets

16.46 We will aim, but do not guarantee, to meet the following Quality targets in relation to the Service Desk:

Metric	Target
Average Mean Time to Resolution	< 6hrs
GoS - % of calls answered with in 30 secs	80%
Abandoned calls	< 3%
Average Call Handling Time	< 10mins

#### Note:

Mean Time to Resolution is measured as an average for all Incidents and Requests.

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GoS, Abandoned calls and Average Call Handling Time is measured for each inbound phone, not per User.

16.47 The above Quality targets are not included in any monthly reporting. If requested, we can provide statistics on these metrics.

#### Service Assurance terms

16.48 You must provide us with all reasonable assistance in a timeframe which will enable us to meet the Service Level targets. If you are unable to do so, then the applicable target timeframes will be extended by the amount of time which elapses before you are able to provide the necessary assistance.

16.49 We will not be responsible for a failure to meet any Service Level targets where the failure is caused or contributed to by:

- (a) your infrastructure, software (including email systems) or configurations that support the Enterprise Mobility Managed Service 2;
- (b) any unauthorised changes to your technology infrastructure, software (including email systems) or configurations that support the Enterprise Mobility Managed Service 2; or
- (c) an act beyond our reasonable control.

16.50 The following statuses for Incidents and Requests will stop the Service Level clock on a ticket due to an act beyond our reasonable control to continue to resolve the Incident or Request within the applicable Service Level target:

- (a) **Waiting for User** – a User has been asked to perform a test or provide feedback on a reported Incident or Request and is not able to immediately provide the feedback or perform the test. The ticket will be placed on this status which stops the Service Level clock. The Service Desk will conduct an outbound follow up via phone or email with the User every 2 days to solicit the feedback and change the ticket status back to **Open** once the feedback has been received.
- (b) **With Third Party** – a third party support group is required to perform an action to assist implementation of the Restore or Resolution of the Enterprise Mobility Managed Service 2. The ticket will be placed on this status which stops the Service Level clock. The Service Desk will conduct an outbound follow up via phone or email with the third party every day to solicit the feedback and change the ticket status back to **Open** once the feedback has been received. Where external suppliers or your infrastructure is influencing a delay in Restoration, the Restoration time will increase to the extent of the delay.

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- (c) **Restored** – the Enterprise Mobility Managed Service 2 has been restored for the User but feedback from the User to confirm the Restore was successful is not immediately available. The ticket will be placed on this status which stops the Service Level clock. The Service Desk will conduct an outbound follow up via phone or email with the User every 2 business days to solicit the feedback and change the ticket status back to **Open** once the feedback has been received.
- (d) **Waiting Change Approval** – a change request has been submitted in accordance with the change and release management process to update a Supported EMP Application and is waiting to be approved, or a ticket has been logged and an Incident is under investigation for root cause.
- (e) **Monitoring** – you or your User has agreed to put in place a monitoring period to determine whether an Incident or Request has been resolved.

### **Scheduled Maintenance**

- 16.51 From time to time we will perform scheduled maintenance in connection with the Enterprise Mobility Managed Service 2, which may involve us interrupting the Enterprise Mobility Managed Service 2 to perform work such as network upgrades, hardware / software modifications or testing. We will provide you with reasonable prior notice.
- 16.52 You acknowledge that during any scheduled maintenance period you may not be able to retrieve or send email, appointments, data or use other Enterprise Mobility related functions.
- 16.53 The Service Level targets will not apply in relation to any scheduled maintenance.

### **Supported Device Fleet Management**

- 16.54 If requested and approved by us, we can provide the following Fleet Management services to track and manage your mobile device fleet:
- (a) establish and manage a Supported Device pool for the purpose of replacing faulty Supported Devices and provisioning new Supported Devices;
  - (b) record and report details of your Supported Device fleet for all your Users; and/or
  - (c) make recommendations on refreshing your Supported Devices where they are 24 or more months old from the date of purchase and/or based on our assessment on the reliability and serviceability of the Supported Device.
- 16.55 You must keep the Supported Device pool at a minimum level of 3% of your total Supported Device fleet, provided there are no restrictions on the supply of Supported

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Devices from Supported Device Vendors.

- 16.56 We will notify you if we believe the Supported Device pool should be more than 3% of your total Supported Device fleet. If you do not increase the Supported Device pool following notification from us, the Fleet Management Service Level Targets will not apply.
- 16.57 We will not be responsible for any Supported Device which is not under our direct control.
- 16.58 We will charge you the following monthly charge for Supported Device Fleet management depending on the number of Supported Devices you have:

<b>Number of Supported Devices</b>	<b>Monthly Charge (ex GST)</b>	<b>Monthly charge (inc GST)</b>
1 - 300	\$2,500.00	\$2,750.00
301 - 700	\$5,100.00	\$5,610.00
701 or more	\$7,700.00	\$8,470.00

**Supported EMP Application - Maintenance and Monitoring**

**Capacity Management – Monthly User Licence**

- 16.59 We will perform capacity checks for active and inactive Users against your client access licence levels.
- 16.60 We will provide a monthly report that contains:
- (a) Number of active Users;
  - (b) Number of inactive (not activated / not running) Users; and
  - (c) Users who have had no contact with the EMP for more than 28 days.

**Availability Management – EMP service monitoring**

- 16.61 We will monitor the Supported EMP Application functions and services set out in the table under the heading “Supported EMP Application and Functions” for continuous stoppages of more than 15 minutes, and will generate an alert for each event of this kind. Each alert is generated as an Incident and will be initially logged as a Severity 3 Incident while we conduct further investigations. We will raise the Severity Level upon repeat alerts or if our investigations determine it is a Severity 1 or 2 Incident.
- 16.62 To ensure consistent performance of the EMP core solution functions such as Email and Organiser Data Synchronisation and Reconciliation, it may be necessary to monitor



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certain EMP services. If we do not host the EMP, we may require you to provide us with monitoring capabilities or suitable access to enable us to monitor the Supported EMP Application functions and services.

- 16.63 To maximise the availability of your Enterprise Mobility Managed Service 2, we recommend you regularly:
- (a) perform Database consistency checks to ensure that the Enterprise Mobility Configuration Database (which is the core of the Enterprise Mobility solution and contains your Users' device settings and configuration data) remains stable and avoids corrupted data; and
  - (b) create an automated ticket to log a Request in relation to each Database consistency check performed in accordance with sub-clause (a) above to confirm whether the check was successful or unsuccessful.

### **Release Management**

- 16.64 We will use our best endeavours to review each EMP deployment of either an application or a release, upgrade, update or patch (in relation to your EMP service or Supported Device) that has been issued by a Supported Device Vendor and acquired by you from us or the Supported Device Vendor (“**Release**”) for applicability and criticality when they are available as a general release from the Supported Device Vendor. If we consider the Release to be relevant to maintaining the availability and security of your EMP service, and provided it does not impact functionality, we will:
- (a) test and implement each major EMP Release within 90 days of the Supported Device Vendor making it available as a general release;
  - (b) test and implement each minor EMP Release within 60 days of the Supported Device Vendor making it available as a general release; and
  - (c) implement any Supported Device firmware upgrades and/or patching, either prior to Supported Device activation or at the recommendation of the Supported Device Vendor,

in accordance with the change and release management process set out in the “Change and Release Management Process” section below.

### **Change and Release Management Process**

- 16.65 You must notify us of any planned changes to the platform and its services, including the operating system, back-ups, anti-virus and security as follows:

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- (a) for regular changes, you must provide us with at least 14 days prior notice; and
- (b) for emergency changes, you must provide us with at least 8 Business Hours notice.

16.66 Each change or Release requested by either you or us (including any changes to the EMP configuration) must be agreed before it is implemented. We will not agree a change until the following actions have been completed to our reasonable satisfaction:

- (a) change definition completed;
- (b) change windows identified, including resource availability (physical and technical);
- (c) change tasks defined;
- (d) roll-back tasks defined;
- (e) test plan defined;
- (f) test plan actioned, including roll-back plan (subject to constraints notified by us);
- (g) change window confirmed (release date);
- (h) Service Desk is notified of the release date;
- (i) you have informed us that internal approval has been provided by each of your internal representatives concerned with the change; and
- (j) each of our representatives and specialists has approved the change.

16.67 You must not make any changes to the infrastructure, software (including email systems) or configurations that support the Enterprise Mobility Managed Service 2 without complying with this “Change and Release Management Process” section. You indemnify us against all losses, damages, expenses and costs suffered or incurred by us arising out of, or in connection with, your failure to comply with this “Change and Release Management Process” section.

**Service Management**

16.68 If requested and approved by us, for an additional charge we can provide the following Service Management services to you, which will be set out in your separate agreement with us:

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- (a) **Standard Service Management** – allocation of a Service Delivery Coordinator for service escalations, and participation in a monthly operational meeting; or
- (b) **Enterprise Service Management** – allocation of a Service Delivery Manager for service escalations and service management, and participation in a monthly operational meeting and monthly service review meeting.

**Law of Large Numbers**

16.69 Because percentages become less accurate for displaying results the smaller the number becomes, if the total number of tickets logged for a particular category of Incident or Request is less than 40, the below table will be used to measure and display Service Level results for reporting in accordance with the section above under the heading Change and Release Management Process.

Total Number of Tickets Logged	Allowable Ticket Failures	Ticket Failures / Enterprise Mobility Managed Service 2 Service Level result		
		Failure to meet Enterprise Mobility Managed Service 2 Service Level Targets	Enterprise Mobility Managed Service 2 Service Level Targets achieved	Enterprise Mobility Managed Service 2 Service Level Targets exceeded
1 to 10	1	≥ 2	1	0
11 to 20	2	≥ 3	2	≤ 1
21 to 30	3	≥ 4	3	≤ 2
31 to 40	4	≥ 5	4	≤ 3

**Note:** Service Level results are measured and displayed by the number of ticket failures compared to the total with an allowable number of failures per range of 10 tickets.

**Fleet Management Service Level Targets**

16.70 We will aim, but do not guarantee, to meet the following service level targets for the following fleet management services outlined below:

Fleet Management Services	Application	Service Level Targets



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<b>Fleet Management Services</b>	<b>Application</b>	<b>Service Level Targets</b>
<p>Mobile device delivery for up to 100 new service connections.</p> <p>(For orders of mobile devices and accessories for more than 100 new service connections, this service level target will not apply. We will discuss and agree a delivery time with you).</p>	<p>This service level target <b>only</b> applies to:</p> <ul style="list-style-type: none"> <li>• email orders from Users; and</li> <li>• email orders from Users with Other Devices which are directed to and received by Service Desk.</li> </ul> <p><b>Note:</b> An order must be submitted for each individual device.</p>	<p><b>For delivery of 90% of new mobile devices</b></p> <p>Provided the Enterprise Mobility Managed Service Desk receives your completed <b>email or electronic order</b> on a business day before 12.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> areas – next business day following receipt of your order;</li> <li>• Delivery to <b>Regional</b> areas – within 2 business days following receipt of your order; and</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p>



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Fleet Management Services	Application	Service Level Targets
<p>Faulty mobile device repairs</p>	<p>This service level target <b>only</b> applies to:</p> <ul style="list-style-type: none"> <li>• email orders from Users; and</li> <li>• email orders from users with Other Devices which are directed to and received by the Service Desk.</li> </ul> <p><b>Note:</b> An order must be submitted for each individual device.</p>	<p><b>For 90% of faulty mobile devices:</b></p> <p>Repair and delivery</p> <ul style="list-style-type: none"> <li>• Spare Pool location in <b>Metropolitan</b> areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre; and</li> <li>• in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> <li>• replacement parts are not available for your mobile device from the mobile device manufacturer; or</li> <li>• the Enterprise Mobility Managed Service Desk determines that your mobile device needs to be returned to the mobile device manufacturer for repair.</li> </ul>

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Fleet Management Services	Application	Service Level Targets
Replacement of lost or stolen mobile devices	<p>This service level target <b>only</b> applies to:</p> <ul style="list-style-type: none"> <li>• email orders from Users; and</li> <li>• electronic orders from Users with Other Users Devices which are directed to and received by the Service Desk.</li> </ul> <p><b>Note:</b> An order must be submitted for each individual device.</p>	<p><b>For delivery of 90% of replacement mobile devices</b></p> <p>Provided that the Enterprise Mobility Managed Service Desk receives your completed <b>email or electronic order</b> on a business day before 12.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> and <b>Regional</b> areas – next business day following receipt of your order; and</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Delivery within the above timeframes may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p>

16.71 The above service level targets will not apply:

- (c) if you order mobile devices, services or activations through any delivery channel other than the Enterprise Mobility Managed Service Desk; or
- (d) to any orders received in relation to Other Users Devices (as described in clause above under the heading “Eligibility”).

**Other professional services**

16.72 If requested and approved by us, we can provide the following professional services which will be set out in your separate agreement with us.

Description	Charge (ex GST)	Charge (inc GST)
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Mobility Consulting – Advisory	\$10,500	\$11,550
Mobility Consulting – Security / Device Management	\$6,000	\$6,600
EMMS – Cloud and T-MDM Integration	\$10,500	\$11,550
EMMS – Integrated Cloud	\$17,000	\$18,700
EMMS – On premise (uplift)	\$6,500	\$7,150
<b>Device Deployment options</b>		
Standard Device Deployment	\$7,000	\$7,700
Advance Device Deployment (per service)	\$80	\$88
<b>T- MDM Bundles</b>		
T-MDM Quick Start	\$5,500	\$6,050
T- MDM Advanced Configuration	\$10,500	\$11,550

**Your obligations**

- 16.73 You must nominate a person to be your single point of contact with us for all matters in relation to the Enterprise Mobility Managed Service 2.
- 16.74 Unless otherwise specified as part of your Enterprise Mobility Managed Service 2 package, you and your Users are responsible for the purchase of any Enterprise Mobility service, Supported Devices and accessories, and any other ancillary products and services.
- 16.75 Unless we host the EMP, you must not prevent us from connecting to the EMP server located on your premises for the purpose of us providing the Enterprise Mobility Managed Service 2, unless the method of connection:
- (a) breaches your documented IT security policy for remote connections;
  - (b) poses a significant and tangible threat to your business operations; or
  - (c) your Enterprise Mobility Managed Service 2 has been terminated.
- 16.76 You acknowledge that mechanisms and procedures that you may use for the purpose of establishing secure external third party connections may hinder or prevent us from providing the Enterprise Mobility Managed Service 2. If so, the parties will work together in good faith to implement a suitable external third party connection scheme that will enable us to provide the Enterprise Mobility Managed Service 2.
- 16.77 You:
- (a) must not resell or resupply the Enterprise Mobility Managed Service 2;
  - (b) unless we host the EMP, are responsible for the platform and its services including

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the operating system, back-ups, anti virus and security. Backups should include the SQL database, Supported EMP Applications and the operating system;

- (c) must not make any unauthorised changes to any infrastructure, software (including email systems) or configurations that support the Enterprise Mobility Managed Service 2 without complying with the change and release management process set out in the section under the heading Change and Release Management Process above;
- (d) must promptly notify us of any changes to your technology environment which may impact the Enterprise Mobility Managed Service 2, including any changes to your email infrastructure and network (such as firewalls and gateways);
- (e) must provide us (or our suppliers or representatives) with all reasonable assistance and access to your information, premises, systems and equipment (including Supported Devices) as requested by us from time to time in connection with us providing the Enterprise Mobility Managed Service 2; and
- (f) must comply with all our reasonable instructions and procedures in relation to the Enterprise Mobility Managed Service 2 as advised or notified to you.

16.78 You must ensure that you have sufficient security infrastructure in place to prevent email viruses, denial of service attacks and other malicious digital attacks. We will not be liable for any loss or damage that you or any other person may suffer as a result of:

- (c) your Supported Devices; or
- (d) unless we host the EMP, EMP infrastructure,

becoming infected with a virus, malware or other form of malicious software.

16.79 If we need to attend your premises in relation to the Enterprise Mobility Managed Service 2, you must ensure that our personnel (or our representatives) are provided with a safe and appropriate working environment when working on your premises.

16.80 You warrant that your use of the Enterprise Mobility Managed Service 2 will not:

- (a) breach any law, regulation, industry code or standard; or
- (b) infringe the rights of any third party.

16.81 You indemnify us against all losses, damages, expenses and costs suffered or incurred by us arising out of, or in connection with, your failure to comply with this “Your

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Obligations” section.

#### Using your Device overseas

- 16.82 You acknowledge that you could breach the laws of another country (in particular the United States or Canada) if you use, send or take a Supported Device outside of Australia. This is partly due to laws regulating the importation, exportation and use of encryption software embedded within a Supported Device.
- 16.83 You may only use a Supported Device in, or send or take it to or from, other countries approved by us for your network. We will provide a list of approved countries for Supported Devices on the telstra.com website, which we may update from time to time.

#### Password protection

- 16.84 Each Supported Device has a password protection function. You must make sure that this function is always activated on your Supported Device, regardless of who is using it.

#### Responsibility for use of the Enterprise Mobility Managed Service 2

- 16.85 You are solely responsible for your use of the Enterprise Mobility Managed Service 2 and the content and security of any data or information which is sent or received using your Supported Device and the Enterprise Mobility Managed Service 2.

#### Acceptable Use Policy

- 16.86 You must use your Supported Device, our services and our networks in accordance with our Acceptable Use Policy (as we vary it from time to time) which is available at [www.telstra.com](http://www.telstra.com). We may suspend or terminate your access to our networks if we reasonably believe that you are in breach of our Acceptable Use Policy. We will tell you before this happens.

#### Special Meanings

The following words have the following special meanings:

**Incident** means an event which is not part of the standard operation of a service and which causes or may cause disruption to a reduction in the quality of services and User productivity, as described in the sections above entitled Supported Device support and Enterprise Mobility Data service support.

**Metropolitan Area** or **Metropolitan** means the metropolitan areas in Sydney, Canberra, Melbourne, Hobart and Adelaide.

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**Request** means a request from a User (or an authorised third party) for information or advice, as described in the sections above entitled Supported Device support and Enterprise Mobility Data service support.

**Response** occurs when action is taken to assign an Incident or Request ticket and an email is sent to the requestor to inform them the Incident or Request has been received and assigned to an individual person for resolution.

**Restoration** occurs when action is taken to implement and confirm that the User has the required level of Enterprise Mobility Managed Service 2 working to perform their job role or function (E.g. restore an email sending incident so the User can send email from their Supported Device). Restoration may be implemented by performing a workaround or temporary resolution which will be followed up at a later date and have a permanent resolution implemented or may be implemented using a permanent resolution.

**Severity 1 (Critical)** means failure of the system with a major business impact affecting more than one User, business critical system or process with no workaround.

**Severity 2 (Major)** means one or more Users are affected by the failure of a business critical system or Supported EMP Application which may have a workaround that can not be sustained over a reasonable period of time (more than 1 day).

**Severity 3 (Minor)** means one User is affected and not business critical which may have a workaround that can be sustained over a reasonable period of time (more than 1 day).

**Standard Request** means there is no immediate impact and the request is not business critical.

**Supported Device** means:

- (a) an eligible BlackBerry device that is manufactured by Research in Motion Limited (**RIM**) and approved by us, including the BlackBerry devices running BlackBerry operating system versions from 7.x minus 4 versions and BlackBerry devices running operating system versions 10.x and above;
- (b) an eligible smartphone device that is manufactured by a Supported Device Vendor and which is approved by us and notified to you in writing from time to time, including the Apple iPhone MC131X or later model, Apple devices running iOS 3.1 or later version, devices using the Windows Phone 7 and Windows Phone 8 operating system, and devices using the Android operating system; and
- (c) any other eligible mobile and smartphone devices that are approved by us.

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We may change the Supported Device from time to time on written notice to you.

**Supported EMP Application** means an eligible software application supplied by a Supported EMP Vendor which is approved by us and compatible with the Enterprise Mobility Managed Service 2, and which form part of the Enterprise Mobility Managed Service 2 tiers. We may change the Supported EMP Applications from time to time on written notice to you.

**Supported EMP Vendor** means an eligible vendor that supplies EMP services that are approved by us and compatible with the Enterprise Mobility Managed Service 2, and which form part of the Enterprise Mobility Managed Service 2 tiers. We may change the Supported EMP Vendors from time to time on written notice to you.

**Supported Device Vendor** means a vendor that manufactures Supported Devices, including Apple Pty Limited and Apple Inc. We may change the Supported Device Vendors from time to time on written notice to you.

**Urgent Request** means there is an immediate impact and / or the request is business critical.

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## 17 Premium Direct Billing

### What is Premium Direct Billing?

17.1 Premium Direct Billing is a service that allows you to pay for certain types of content, accessed on your mobile device, via your Telstra bill.

17.2 Premium Direct Billing is only available if:

- (a) you are an eligible customer (we will tell you if you are not);
- (b) you are using your Telstra mobile service or a Pre-Paid Wireless Broadband service to purchase the service; and
- (c) none of the restrictions set out in the remainder of the terms and conditions apply to the purchase.

### Barring

17.3 You can ask us to bar access to Premium Direct Billing from your device at any time. You will not be charged for Premium Direct Billing services after barring is activated, nor is there a charge for activating it. Barring can take up to one day to activate.

17.4 We may prevent you from accessing Premium Direct Billing if you ask us to or if you

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have not paid your Telstra mobile account. We will try to tell you if this happens.

#### **Charges - for all customers**

- 17.5 Where the content is supplied by a third party content provider, they will set the charge for the content, not Telstra, however we will pay the content provider and charge you for the content after it has been provided to you. There may be some cases where the charges are debited from your account before the content is delivered to your device.

#### **Charges - Telstra Pre-Paid Customers**

- 17.6 You will not be able to buy content using Premium Direct Billing if you do not have sufficient credit in your Telstra Pre-Paid account.
- 17.7 We may stop any download of content in progress if your account balance is or becomes too low to continue Premium Direct Billing

#### **Charges - Post-paid customers**

- 17.8 If you have a post-paid Telstra mobile service, we will debit the Premium Direct Billing charges from that account.
- 17.9 We will not charge you for the provision of credit.

#### **Spend limits**

- 17.10 We apply the following default spend limits for Premium Direct Billing:
- (a) \$100 per month for Telstra post-paid customers; and
  - (b) \$500 per month for Telstra pre-paid customers.
- 17.11 You may request a change to these limits, which we may grant at our discretion.
- 17.12 We may decrease your spend limit, but we will tell you before the change takes effect in accordance with the General Terms of Our Customer Terms.

#### **No resupply**

- 17.13 You must not resupply or resell content or use it for any unlawful purpose or in breach of any law.

#### **Privacy**

- 17.14 We may use and disclose personal information about you in accordance with our



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“Protecting Your Privacy” statement. A copy of this statement can be obtained at <http://www.telstra.com.au/privacy/index.htm>.

- 17.15 In addition, when you use Premium Direct Billing, your mobile number will be disclosed to us (including our employees, contractors and agents) and content providers to provide you with content via Premium Direct Billing.
- 17.16 If you use Premium Direct Billing on a Telstra Pre-Paid service, we may also disclose information about you for the purpose of advising the Australian Securities and Investments Commission of information about complaints and transactions in respect of our customers’ use of Premium Direct Billing. This includes disclosing information relating to the conduct of your Telstra Pre-Paid account.

#### **Our liability for content**

- 17.17 We are not responsible for content bought by you from a third party content provider using Premium Direct Billing. We do not promise the accuracy, suitability or quality, of such content from third party providers. If you are a Telstra Pre-Paid Wireless Broadband customer, we do not promise that such content will be compatible or available for use with your service or with the USB modem provided in your starter pack.
- 17.18 Your access to, and use of, third party content is covered by any terms imposed by the content provider, so please read that information before you buy the content.
- 17.19 We will take reasonable steps to deliver content bought by you from a content provider using Premium Direct Billing. However, we cannot promise that we will deliver content in a timely, continuous or fault free manner.

For example, in some circumstances we may be unable to deliver the content due to the following technological difficulties: the receiving device is not working properly, is switched off, or is out of range; the destination address is invalid or barred to Premium Direct Billing; you are overseas and the overseas phone company has blocked Premium Direct Billing from us.

#### **Access to Deluxe (18 plus) services**

- 17.20 Deluxe (18 plus) services are:
- (a) services that provide access to MA15+ or R18+ content; and
  - (b) services that are offered for the purpose of allowing users to derive sexual gratification from them.

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Deluxe (18 plus) services are age-restricted services and are regulated by law.

- 17.21 You will not be able to access or buy Deluxe (18 plus) services from your device using Premium Direct Billing unless and until:
- (a) you (as the account holder) have asked us to give you access to Deluxe (18 plus); and
  - (b) we have confirmed to our satisfaction that you are the account holder for your phone and you are at least 18 years old.
- 17.22 We may require evidence to confirm your identity and your age, even if you have previously provided us with this evidence.

For example, you may be required to show us your drivers licence or other identity and age-verification documents at the time you apply for access to Premium Direct Billing, even if you previously provided us with these documents (such as at the time of acquiring your service).

- 17.23 You can ask us to bar access to Deluxe (18 plus) services from your device at any time.
- 17.24 We may suspend or terminate your access to Deluxe (18 plus) services at any time. We will usually try to tell you before this happens.

For example, we may suspend or terminate access to Deluxe (18 plus) services from your device if we believe that you are not over 18, or if we are required by law or any government regulator to do so.

#### **Complaints and enquiries**

- 17.25 If you have any complaints about any content, you must take them up with the content provider.
- 17.26 If you refer a complaint or enquiry about any third party content to us, we may refer it to the provider of that content. However, we do not have to.
- 17.27 You can contact us if you have any complaints or enquiries about Premium Direct Billing charges billed to your Telstra mobile account or debited from your Telstra Pre-Paid account. If a complaint is not resolved to your satisfaction you can also contact the Telecommunication Industry Ombudsman.

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### 18 Telstra Managed Mobiles Solution Service

#### What is the Telstra Managed Mobiles Solution Service?

18.1 The Telstra Managed Mobiles Solution Service can provide enhanced service management and support in Australia for Telstra-approved mobile devices (“**Eligible Devices**”) that have an internet connection through an eligible Telstra mobile data plan (such as a GPRS, 3G or Next G<sup>o</sup> network connection) as approved by us from time to time (“**Eligible Service**”).

#### Eligibility

18.2 Not all customers are eligible for the Telstra Managed Mobiles Solution Service.

18.3 You are only eligible for Telstra Managed Mobiles Solution Service if:

- (a) you have an ABN, ACN or ARBN;
- (b) you are specifically invited by us to take up a Telstra Managed Mobiles Solution Service;
- (c) you connect, and keep connected, at least 50 mobile services on your Telstra Account;
- (d) your mobile services must be exclusively managed by us and not by any third party, including a dealer; and
- (e) you have installed and configured a server (physical or virtual) running Windows 2008 or later that can connect to your Active Directory ready for integration with the Telstra Mobile Device Management platform.

18.4 The Telstra Managed Mobiles Solution service will only work when Eligible Devices are turned on, in the Eligible Service's coverage area and connected to the internet.

18.5 You and each intended user of the Telstra Managed Mobiles Solution Service (“**User**”) must have an Eligible Device as determined by us. Not all devices are compatible with the Telstra Managed Mobiles Solution. Data cards, WiFi only devices and modems are not Eligible Devices. A full list of Eligible Devices are those listed as “T-MDM Compatible” at <http://www.telstra.com/enterpriseclassedevices>.

18.6 Your Telstra Managed Mobiles Solution Service can only be used to manage and support the Eligible Devices you connect with us on an Eligible Service (and that remain connected) in your own name.

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- 18.7 If you have Eligible Services other than mobile voice services connected with us, you may activate your chosen service option across those additional Eligible Services (for example mobile data services). If you choose to activate your service option for additional Eligible Services, the service option must be activated across all of those additional additional Eligible Services that you have connected with us.
- 18.8 You can not take up a Telstra Managed Mobiles Solution Service if you have an existing Telstra Mobility Fleet Care Plus Service or a Telstra Mobile Device Management Plan. If you have an existing Mobile Connect Data Plan, you can take up a Telstra Managed Mobile Solution Service but if you do, you agree that will not receive the benefit of the Telstra Mobile Device Management Plan included with your Mobile Connect Data Plan.

#### **Cancellation and Termination**

- 18.9 We may cancel your Telstra Managed Mobiles Solution Service on 7 days notice if you do not maintain the eligibility described in clause 18.3, or as otherwise set out in your agreement with us.
- 18.10 You may cancel your Telstra Managed Mobiles Solution Service at any time by giving us 30 days written notice.
- 18.11 If your Telstra Managed Mobiles Solution Service is cancelled (for any reason):
- (a) we will automatically un-enroll all Eligible Devices connected to the Telstra Mobile Device Management (**T-MDM**) platform and delete all of your and your User's data including user information, devices, applications, content, and settings. You are responsible for saving your data; and
  - (b) you must:
    - (i) immediately cease using the Mobility Fleet Managed Bill Reporting System; and
    - (ii) immediately delete all User IDs and Passwords and any copies of them that are in your possession and/or control.

#### **Fees and charges**

- 18.12 We will charge you \$13.00 (GST incl.) per month per mobile service on your Telstra Account for your Telstra Managed Mobiles Solution Service ("**MMS Fee**").
- 18.13 You must also pay a once off set up fee of \$700 (GST incl.) for the Telstra Managed Mobiles Solution Service. This set up fee includes us:

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- (a) integrating the T=MDM platform with your Active Directory. You must first ensure that you have configured a server (physical or virtual) running Windows 2008 or later that can connect to your Active Directory ready for integration with the T-MDM platform;
- (b) setting up up to four profiles (the company policy defined by you that determines the settings and features of each Eligible Device for the T-MDM Platform) for each Eligible Device. If you require additional profiles, a fee of \$100.00 (GST incl.) per profile will apply;
- (c) creating and uploading an Apple Push Notification Service certificate;
- (d) configuring system generated messages, such as enrolment message, enrolment terms of use and compliance messages;
- (e) configuring device agent settings to support GPS;
- (f) enabling and configuring telecom management features to assist you monitor data usage;
- (g) setting up your enterprise application store; and
- (h) setting up compliance policies for compromise status, applications, roaming and data usage.

18.14 Setup does not include:

troubleshooting device settings or applications; or

- (a) any integration with your company systems other than Active Directory eg Secure Email Gateway and Mobile Access Gateway.

18.15 Before you can use Telstra Managed Mobiles Solution, you must complete a spreadsheet which will define your requirements and how we will setup the T-MDM platform for you. We will supply you with this spreadsheet and explain the information required from you.

18.16 The charges for your Telstra Managed Mobiles Solution Service are in addition to any fees or charges payable by you for your mobile devices and services.

18.17 The Telstra Managed Mobiles Solution Service will be automatically applied to all mobile services on your Telstra Account, including any new services you take up. We will count each separate SIM activated on a Telstra Managed Mobiles Solution Service as a separate mobile service. The MMS Fee will be applied for each separate mobile service on your

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Telstra Account.

- 18.18 We may, without notice to you, increase or decrease the MMS Fee each month according to the number of mobile services you have on your Telstra Account.
- 18.19 For the use of the Telstra Managed Mobiles Solution service outside of Australia, International Roaming charges apply (see Part I – Heading Overseas (International Roaming) section of Our Customer Terms for more details).

#### **Your responsibilities when using the Telstra Managed Mobiles Solution Service**

- 18.20 You must nominate a person who has the authority to contact us in relation to your Telstra Managed Mobiles Solution, and make requests for orders, activations and changes (“**nominated representative(s)**”). You must provide proof that your nominated person(s) are your nominated representative(s) and have the authority to remotely manage your Users’ Eligible Devices in all respects. You agree that you are responsible for any changes your nominated representative(s) ask us to make.
- 18.21 We will have access to the content stored on each Eligible Device including the private information of your Users and third parties, such as mobile numbers, applications on devices, information stored on the Eligible Device, a record of data usage, names, email addresses and locations. We and our partners may use and disclose information about you and your Users in accordance with Telstra’s Privacy Statement located at [http://www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html). You must inform each User of the information we will have access to and how we may use and disclose it.
- 18.22 You consent to us and our related bodies corporate accessing, using and disclosing the private information of your Users and third parties to enable us to provide the Managed Mobiles Solution Service to you.
- 18.23 You agree to procure the consent of your Users for us to access, use and disclosure the private information of your Users and third parties to enable us to provide the Managed Mobiles Solution Service to you.
- 18.24 You and each of your individual Users must not engage in conduct which is unlawful, fraudulent or negligent while using the Telstra Managed Mobiles Solution Service. You are responsible for the conduct of your nominated representative(s) and each User, or any other user, who uses the Telstra Managed Mobiles Solution.

#### **Overview of the Telstra Managed Mobiles Solution Service**

- 18.25 The Telstra Managed Mobiles Solution Service is a mobile fleet management solution. We will provide enhanced service management and support for your Eligible Services

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throughout Australia.

18.26 The available features and functions of the Telstra Managed Mobiles Solution service may vary depending on:

- (a) whether you have purchased your Eligible Device from Telstra **Telstra Eligible Device**); and
- (b) the type of Eligible Device that is used. Some of the features of the Telstra Managed Mobiles Solution service may include us remotely monitoring your devices, changing settings on devices, installing software on devices and sending messages to devices. Not all features/functions are compatible with all Eligible Devices. Features/functions may be enhanced over time. You should check the feature matrix on [www.telstra.com/tmdm](http://www.telstra.com/tmdm) for details on supported features/functions.

18.27 The Telstra Managed Mobiles Solution Service includes the features set out in following table:

<b>Feature</b>	<b>Description</b>	<b>Availability (subject to clause 18.26(b))</b>
<b>Mobility Help Desk</b>	We will deliver your Telstra Managed Mobiles Solution Service via a help desk that you can contact in Australia through your nominated Mobility Help Desk number or through your nominated email address for electronic Mobility Help Desk enquiries ( <b>Mobility Help Desk</b> ).  More detail about Mobility Help Desk feature is included below.	Available for Eligible Services  Assistance may be limited for non-Telstra Eligible Devices



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<p><b>Mobile Device Management</b></p>	<p>Mobile Device Management includes:</p> <ul style="list-style-type: none"> <li>(a) the setup of your company policies on the T-MDM platform;</li> <li>(b) the enrolment of Eligible Devices on the T-MDM platform - we will work with you to define how your employees will enrol Eligible Devices into the T-MDM platform and assist your employees who are having problems enrolling devices during business hours; and</li> <li>(c) technical support and management of settings on your Telstra Eligible Devices by us using the T-MDM portal powered by AirWatch.</li> </ul>	<p>Available for Eligible Services</p> <p>Enrolment may not be available for non-Telstra Eligible Devices</p> <p>Technical support and management of settings may not be available for non-Telstra Eligible Devices.</p>
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<p><b>Order Management</b></p>	<p>We will manage and coordinate your mobile service requests (including orders for new mobile services, activation requests, change requests and disconnection requests) by:</p> <ul style="list-style-type: none"> <li>(d) providing management of your request (including managing the delivery of any mobile devices or accessories ordered by you);</li> <li>(e) processing any completed order forms that you submit to us;</li> <li>(f) liaising with our technical areas as needed;</li> <li>(g) on request, providing you with updates on the status of your request; and</li> <li>(h) confirming completion of your request.</li> </ul> <p>You may order new mobile services, including mobile devices and accessories from us by contacting the Mobility Help Desk by email.</p> <p>More detail about the Order Management feature is included below.</p>	<p>You may only order mobile services (including mobile devices and accessories) available under the approved plans that you have connected with us.</p> <p>You may select your device configuration requirements from Telstra's standard procedures for the activation of new mobile services (for example, automatic activation of international roaming or automatic barring of calls to 1900 numbers). We will activate your new mobile services according to your selected configuration requirements. You may request changes to the selected configuration requirements.</p>
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<b>Mobile Device Repair Management</b>	We will manage the repair and service of Eligible Devices that you have purchased from Telstra ( <b>Telstra Eligible Device</b> ). The Telstra Managed Mobiles Solution Service does not include the repair or service of Eligible Devices that are not Telstra Eligible Devices.	Available for Telstra Eligible Devices only
<b>Problem Management</b>	We will manage and coordinate the resolution of problems relating to your Eligible Services and/or Telstra Eligible Devices and accessories by:  <ul style="list-style-type: none"> <li>(i) providing management of the reported problem;</li> <li>(j) performing problem diagnosis;</li> <li>(k) liaising with our technical areas as needed;</li> <li>(l) on request, providing you with updates on the status of your request; and</li> <li>(m) confirming completion of your request.</li> </ul>	Available for Telstra Eligible Devices only
<b>Security Management</b>	If one of your Telstra Eligible Devices is lost or stolen, the Mobility Help Desk can arrange network barring and or lock or wipe a Telstra Eligible Device if it is connected to the internet. The Mobility Help Desk can also manage the temporary suspension of the affected Telstra Eligible Devices and manage the activation and delivery of a replacement SIM card.  If you ask us to, we can also arrange temporary call barring for your Telstra Eligible Devices(s), including call barring for international calls.	Available for Telstra Eligible Devices only

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<p><b>Standard reporting</b></p>	<p>On request, we will provide the following reports to you:</p> <ul style="list-style-type: none"> <li>(n) a report which outlines all mobile service connections within your mobile fleet for the preceding month; and/or</li> <li>(o) a report which outlines all mobile service disconnections within your mobile fleet for the preceding month; and/or</li> <li>(p) a report which provides a directory of your mobile service Users (including names and mobile phone numbers) for the preceding month.</li> </ul> <p>We will confirm the frequency of your reports when you request them from us.</p>	<p>Available for Eligible Services</p>
<p><b>Enhanced reporting</b></p>	<p>In addition to Standard Reporting, we will also provide the following reports to you on a monthly basis:</p> <ul style="list-style-type: none"> <li>(q) details of the devices, pricing plans and features that are attached to each service for the preceding month;</li> <li>(r) details of each Mobility Help Desk order and delivery placed by you for the preceding month; and</li> <li>(s) details of all Eligible Devices being managed on the T-MDM platform and the status of those Eligible Devices.</li> </ul>	<p>Available for Eligible Services</p> <p>Reporting for non-Telstra Eligible Devices may not be available.</p>

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<p><b>Mobility Fleet Managed Bill Reporting System</b></p>	<p>On request, we will provide you with an online telecommunications bill reporting tool that provides information on your usage of Eligible Services and is accessed via the Online Information Management System (<b>Managed Bill Reporting System</b>). It is comprised of the following three components:</p> <p>Bill Reporting;</p> <p>(t) Online Information Management System (OIMS); and</p> <p>(u) Service Inventory Management (SIM).</p> <p>More detail about these components is below.</p>	<p>Available for Eligible Services</p>
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**Mobility Help Desk**

18.28 We will allocate you:

- (a) a 1800 number that is specific to your organisation for calls within Australia. We will answer all calls within Australia to the Mobility Help Desk in your organisation's name; and
- (b) a dedicated email address specific to your organisation for electronic Mobility Help Desk enquiries.

18.29 On request, we will supply a number to you for international calls to the Mobility Help Desk.

18.30 The Mobility Help Desk will only take requests for orders and activations from your nominated representative. We may require that your nominated representative confirm certain requests in writing.

18.31 If we believe that there is a genuine emergency or life threatening event, the Mobility Help Desk may activate a service request or order that is not made by your nominated representative. You agree that we may activate a service request in these circumstances. Your nominated representative will be notified if this occurs.

18.32 Your Users can make direct requests to the Mobility Help Desk in relation to the following service components:

- (a) Mobile Device Repair Management in relation to Telstra Eligible Devices;



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- (b) Problem Management relating to the User's Telstra Eligible Device only; and
  - (c) Security Management relating to the User's Telstra Eligible Device only.
- 18.33 You may log requests with the Mobility Help Desk 24 hours a day 7 days a week. The full range of Mobility Help Desk support will be available in relation to your Telstra Managed Mobiles Solution Service during business hours. During business hours, the Mobility Help Desk will provide support in relation to:
- (a) enrolling and un-enrolling Eligible Devices;
  - (b) installing approved company applications (but not the configuration of these applications);
  - (c) resolving problems with T-MDM features/functions not working as designed;
  - (d) smartphone/tablet device connectivity;
  - (e) locking and wiping Eligible Devices;
  - (f) making adds, moves and changes to company policies on the T-MDM platform; and
  - (g) troubleshooting integration problems with the T-MDM platform and Active Directory.
- 18.34 Outside business hours your Mobility Help Desk will only provide support in relation to the following:
- (a) service barring and unbarring (including for lost and stolen Telstra Eligible Devices);
  - (b) PUK code resets;
  - (c) temporary service suspensions;
  - (d) applying calling diversions;
  - (e) applying international roaming capability and international Messagebank;
  - (f) initial fault diagnosis for network and mobile device faults; and
  - (g) faults and connectivity issues with the T-MDM platform; and

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- (h) troubleshooting platform and connectivity faults impacting on the usability of Telstra Eligible Devices.

We will log any other items reported outside business hours and refer those items for further action during business hours on the next business day.

**business hours** means 8am to 6pm in the Australian state or territory from which you make contact with the Mobility Help Desk, on business days.

18.35 The following support is not included with the Telstra Managed Mobiles Solution Service:

- (a) training or demonstrations;
- (b) support for devices that do not have an Eligible Plan or a Telstra Managed Mobiles Solution Service attached, or in some cases, where the device is not a Telstra Eligible Device;
- (c) customer purchased equipment configuration;
- (d) third party software configuration or troubleshooting; and
- (e) customer/third party settings on the devices that are not working.

18.36 If you use an Eligible Device overseas then we may only be able to provide limited support to you.

### **Mobile Device Repair Management for Telstra Eligible Devices**

18.37 If you believe that you have a fault with your Telstra Eligible Device, you can contact the Mobility Help Desk.

18.38 We will undertake a preliminary assessment over the phone. If we cannot fix your Telstra Eligible Device over the phone we will arrange for your device to be returned to us so that we can inspect it.

18.39 If we inspect your Telstra Eligible Device and determine that there is no fault, then we may charge you the reasonable costs we have incurred.

18.40 If we do find a fault and your Telstra Eligible Device is still under warranty, we will either repair and return it, or replace it.

18.41 If we do find a fault, but your Telstra Eligible Device is out of warranty, we will give you an estimate of how much it will cost to repair. If you decide not to proceed we may

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charge you the reasonable costs we have incurred.

18.42 If you decide to proceed with repair of a Telstra Eligible Device that is out of warranty, we will tell you the price for completing the repairs when the repairs are complete.

18.43 The time taken for repair and return of Telstra Eligible Devices will differ on a case by case basis.

**Receiving Standard and Enhanced Reports**

18.44 From time to time we will tell you the format and file size for the reports that we provide to you. It is your responsibility to ensure that your firewall and file size limits allow for delivery of the reports and that your email inbox has capacity to receive the reports.

**Managed Bill Reporting System**

18.45 On request, we will provide you with an online telecommunications bill reporting tool that provides information on your usage of Eligible Services and is accessed via the Online Information Management System (**Managed Bill Reporting System**). It is comprised of the components listed in the table below.

<b>Bill Reporting</b>	Bill Reporting is an online bill reporting and analysis tool which allows Users to:  (a) generate and view standard reports from the Bill Data up to the maximum number of standard bill reports (we will tell you the maximum number of standard bill reports when you request the Managed Bill Reporting System); and  (b) download Bill Data in CSV or Excel format.  Customised and additional bill reports may also available at an additional cost.
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<p><b>Online Information Management System (OIMS)</b></p>	<p>OIMS is an online web portal which provides:</p> <ul style="list-style-type: none"> <li>(c) access to Bill Reporting and Service Inventory Management;</li> <li>(d) a knowledge repository for up to 30 documents. Additional documents can also be stored at an additional cost;</li> <li>(e) hosting for additional links to other websites as agreed between you and us; and</li> <li>(f) hosting for management reports which we may agree to generate at your request.</li> </ul>
<p><b>Service Inventory Management (SIM)</b></p>	<p>SIM is an online inventory management tool that is accessed via the OIMS which:</p> <ul style="list-style-type: none"> <li>(g) contains a list of all services under your nominated Telstra accounts;</li> <li>(h) provides Users with the ability to edit fields such as the inventory list (which details any changes to data held in SIM), service description and installation date, in accordance with system permissions; and</li> <li>(i) enables Users to apportion services across several business units/cost centres.</li> </ul>

18.46 We will provide online User Managed Bill Reporting System training and help which may be accessed by all Users. We can provide additional training, including training on-site, at an additional cost.

18.47 If a User requires assistance with resolving any problems and faults relating to the Managed Bill Reporting System, they can contact the Mobility Help Desk during business hours.

18.48 To enable us to provide the Managed Bill Reporting System, you must, at our request, provide us with:

- (a) a complete list of your billing hierarchy and costs centre in an agreed electronic format and any business rules relating to the apportionment of charges against multiple cost centres; and
- (b) all reasonable assistance in relation to the Managed Bill Reporting System.

18.49 You give us a licence to use any database that you provide in relation to the Managed Bill





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Reporting System for the purpose of providing and improving the Managed Bill Reporting System (including developing training programs).

- 18.50 Once you have supplied us with all the necessary information and assistance we require, as set out above, we will meet with you to agree a timetable for implementation of the Managed Bill Reporting System, including any additional features or services you require and agreed by us (additional features and services will be subject to additional cost).
- 18.51 We will use reasonable efforts to make the Managed Bill Reporting System available to you but do not guarantee that it will be continuous or fault free.
- 18.52 We may provide you with copies of Bill Data in formats advised to you from time to time.
- 18.53 You acknowledge that there may be a delay between an invoice and the receipt of Bill Data by the Managed Bill Reporting System. A delay will not extend any payment period set out in an invoice.
- 18.54 You must not rely on the Bill Data and information or reports produced by Managed Bill Reporting System. Your charges will be invoiced separately in accordance with the terms of your agreement with us.
- 18.55 The Bill Data and information or reports produced by Managed Bill Reporting System may be inaccurate or not up to date (for example, it may not reflect adjustments to your accounts until we have received cleared funds from you, service level credits made to your account, your failure to correct remittance details or a dishonoured payment).
- 18.56 When we transmit data to you electronically we will use secure socket layers with 128 bit encryption and we will keep all Bill Data behind our standard firewall.
- 18.57 We will provide a User ID and Password for each User to enable the User to access the Managed Bill Reporting System (User ID and Password).
- 18.58 You must:
- (a) nominate a number of Users up to the maximum number of Users (the maximum number of Users is 10). We may provide access to the Managed Bill Reporting System for additional Users above the maximum number of Users (an additional fee applies for additional Users nominated by you);
  - (b) ensure that the Managed Bill Reporting System is used only by Users using a valid User ID and Password allocated to that User;
  - (c) ensure that each User keeps their User ID and Password secret, does not send or disclose its User ID or Password to any other person or entity, and does not store

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it in any form (whether coded or unencoded) in a location where it is capable of being copied, read or used by any other person;

- (d) without limiting the above, keep any computer on which any User ID and Password is stored, physically secure and take all necessary precautions (including, without limitation, when downloading and running third party programs from the Internet) to protect any computer from viruses or programs which might make the User ID and Password on the computer accessible to third parties;
- (e) comply with all our reasonable directions in relation to access and use of the Managed Bill Reporting System, including User ID and Password; and
- (f) use the Managed Bill Reporting System only for your internal business purposes.

18.59 You are responsible for all use of the Managed Bill Reporting System using a User ID and Password, whether by yourself, Users or anyone else.

18.60 You must immediately notify us by calling the Mobility Help Desk if:

- (a) any of your details change;
- (b) a User ceases to be authorised to use the Mobility Fleet Managed Bill Reporting System;
- (c) you become aware that any User ID and Password has been lost, stolen, compromised (including a third party obtaining access to a private key) or becomes known to a third party; or
- (d) you become aware of any unauthorised use of any User ID and Password.

Notice provided by you in accordance with the above does not release you from any of your responsibilities under this clause.

18.61 You must acquire and maintain, at your cost, all equipment, software and services that you need to use the Managed Bill Reporting System. The minimum browser specification to access the Managed Bill Reporting System is Microsoft Internet Explorer 6.0. Other browsers are not supported. We may notify you from time to time of updated equipment, software and service requirements and the date from which those new requirements will come into effect.

18.62 You must not use, or permit the Managed Bill Reporting System to be used:

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- (a) in any way contrary to the terms of this clause;
- (b) by anyone other than Users;
- (c) for any activities which breach any laws, regulations, industry codes or standards, or infringe any third party rights;
- (d) to produce reports or information for use by anyone other than yourself; or
- (e) to access information that does not relate to you.

18.63 You must not resell or resupply the Managed Bill Reporting System.

18.64 We may limit, suspend or cancel the Managed Bill Reporting System at any time without notice to you if you breach the above obligations.

18.65 To avoid any doubt, Bill Data and any reports provided by us in relation to the Managed Bill Reporting System is our Confidential Information.

### **Optional Services – Professional Software Installation**

18.66 The Secure Email Gateway and Mobile Access Gateway features of the T-MDM platform requires software to be installed at your premises and on your server.

18.67 We can offer you a fixed price for installing the software, provided that you supply the installed pre-requisite server hardware at your own cost. If you advise us that you would like to use the Secure Email Gateway and Mobile Access Gateway features, we will give you the technical pre-requisites and you will need to comply with these technical pre-requisites before the software can be installed.

18.68 The terms and conditions set out in the Telstra Mobile Device Management section in Part G – Data Services section of Our Customer Terms will apply to any professional software installation service we provide to you.

### **Additional obligations and acknowledgements**

18.69 Subject to any non-excludable rights under consumer protection laws in relation to our provision of the Telstra Managed Mobiles Solution Service, while we will use reasonable care and skill in providing the Telstra Managed Mobiles Solution Service:

- (a) you must test any settings or software before they are sent to your Users' Eligible Devices over the T-MDM portal;
- (b) we do not warrant that the Telstra Managed Mobiles Solution Service will meet all

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of your or your Users' requirements or expectations;

- (c) we do not warrant or represent that the T-MDM portal is free from errors or omissions, programming bugs or viruses, or secure; and
- (d) our ability to provide the Telstra Managed Mobiles Solution Service relies on the availability of the T-MDM portal. The availability of the T-MDM portal may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that the availability of the T-MDM portal will be continuous or uninterrupted, that any defects will be corrected, or that the T-MDM portal or server that makes it available are free of viruses.

18.70 You may have non-excludable rights under consumer protection laws in relation to the Telstra Managed Mobiles Solution Service. Subject to any non-excludable rights:

- (a) we exclude all liability in tort (including negligence), contract, statute or otherwise for any loss, expenses or damage, incurred by you, your Users or a third party in connection with the provision of the Telstra Managed Mobiles Solution Service, including (but not limited to) any:
  - (i) liability for illness, personal injury or death to you, your employees, agents and contractors;
  - (ii) loss or damage that was not reasonably foreseeable;
  - (iii) loss or damage that was caused by your breach of contract or your negligence; and
  - (iv) loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission);
- (b) we exclude all other warranties, rights and remedies you would otherwise be entitled to at law; and
- (c) if we breach any such non-excludable rights, and it is fair and reasonable to do so, we limit our liability to correcting any error in relation to the T-MDM portal or the provision of the Telstra Managed Mobiles Solution Service (as applicable).

18.71 You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the Telstra Managed Mobiles Solution Service. You indemnify us for any loss we suffer as a result of you, your nominated representative(s) or

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your Users breaching this clause.

18.72 Your use of the T-MDM Service is also subject to the following provisions set out in clauses 27.66 to 27.77 of Part G – Data Services section of Our Customer Terms.

**Service Assurance – Order Management**

18.73 We will try, but do not promise, to meet the following service level targets for the Telstra Managed Mobiles Solution Service.

Service	Service Level Targets
<p>Value Added Service (VAS) activation and SIM card activation on existing customer account (not including delivery or new account creation)</p> <p>For the purpose of this service level target, a value added service is any non-standard mobile service or feature which we can activate at your request.</p>	<p>Activation of VAS and SIM card within 2 hours of the Mobility Help Desk receiving the activation request, provided that:</p> <ul style="list-style-type: none"> <li>(a) the Mobility Help Desk receives the request by telephone during business hours;</li> <li>(b) you do not request more than 5 value added service activations or new SIM card activations at the same time;</li> <li>(c) the activation request relates to a mobile service that is on an existing Telstra mobile account (i.e. excludes new account creation as part of the SIM activation);</li> <li>(d) you have previously authorised us to activate VAS and SIM cards by telephone;</li> <li>(e) the request is made by your authorised representative; and</li> <li>(f) all Telstra systems necessary for VAS and SIM card activation are available.</li> </ul> <p><b>Note:</b> This service level target <b>only</b> applies to requests received by telephone.</p>

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Service	Service Level Targets
<p>Order entry</p>	<p><b>For 95% of orders for new mobile devices or accessories:</b> entry of orders within:</p> <ul style="list-style-type: none"> <li>• 2 hours of the Mobility Help Desk receiving the completed email order for a Telstra Managed Mobiles Solution Service provided that the Mobility Help Desk receives the completed email request by</li> <li>• 2pm (AEST) on a business day</li> </ul> <p><b>Note:</b> This service level target <b>only</b> applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>
<p>Mobile device delivery for up to 100 new service connections  (For orders of mobile devices and accessories for more than new service connections we will discuss and agree a delivery time with you. This target will not apply.)</p>	<p><b>For delivery of 95% of new mobile devices</b> Provided the Mobility Help Desk receives your completed email order on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> areas – next business day following receipt of your order.</li> <li>• Delivery to <b>Regional</b> areas – within 2 business days following receipt of your order.</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Next day delivery may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target <b>only</b> applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

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Service	Service Level Targets
<p>Faulty mobile device repairs</p>	<p><b>For 95% of faulty mobile devices (Telstra Eligible Devices only):</b></p> <p>Repair and delivery</p> <ul style="list-style-type: none"> <li>• in <b>Metropolitan</b> areas – within 11 business days from receipt of your mobile device by the Telstra Repair Centre</li> <li>• in all other areas – within 20 business days from receipt of your mobile device by the Telstra Repair Centre.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays.</p> <p>This service level target does not apply if:</p> <ul style="list-style-type: none"> <li>• replacement parts are not available for your mobile device from the mobile device manufacturer;</li> <li>• the Mobility Help Desk determines that your mobile device needs to be returned to the mobile device manufacturer for repair.</li> </ul> <p>This service level target only applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>
<p>Installation of in-car kits</p>	<p>Installation during business hours (in the state where installation will take place) only:</p> <ul style="list-style-type: none"> <li>• in <b>Metropolitan</b> areas – within 5 business days following receipt of your order</li> <li>• in all other areas – within 7 business days following receipt of your order</li> </ul> <p>provided that the Mobility Help Desk receives the order by email during business hours.</p> <p>This service level target <b>does not apply</b> if you are not available and in attendance at the time of installation and is subject to the installers having the appointment times free to perform the car kit installs, and is subject to availability of stock..</p> <p><b>Note:</b> This service level target <b>only</b> applies to email orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

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Service	Service Level Targets
Replacement of lost or stolen mobile devices	<p><b>For delivery of 95% of replacement mobile devices (</b></p> <p>Provided that the help desk receives your order by email on a business day before 2.00pm (AEST):</p> <ul style="list-style-type: none"> <li>• Delivery to <b>Metropolitan</b> areas – next business day following receipt of your order.</li> <li>• Delivery to <b>Regional</b> areas – within 2 business days following receipt of your order.</li> <li>• Delivery to <b>Remote</b> areas - within 5 business days following receipt of your order.</li> </ul> <p><b>Note:</b> There are no deliveries on weekends or public holidays. Delivery within the above timeframes may not be possible in the circumstances where the mobile device model requested by you is out of stock or is not available from the manufacturer; the mobile device model requested by you has been discontinued; we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device to you, or for any reason beyond our reasonable control.</p> <p>This service level target only applies to orders directed to and received at your nominated email address for electronic Mobility Help Desk enquiries.</p>

18.74 We will also try, but do not promise, to meet the following service level targets for the Mobility Help Desk for each calendar month:

- (a) 90% of total calls to the Mobility Help Desk during business hours answered within 20 seconds.

18.75 The classifications of areas into the categories of Metropolitan, Regional, or Remote areas are defined in the Service Assurance section of Our Customer Terms.

**Service level rebate for delayed mobile device delivery**

18.76 If we do not meet at least 95% of the service level target for the delivery of mobile devices for new service connections in any calendar month, you may claim a \$20.00 (GST included) rebate for each order that was not delivered within the relevant delivery time,





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except where:

- (a) the mobile device model requested by you is out of stock or is not available from the manufacturer;
- (b) the mobile device model requested by you has been discontinued;
- (c) we are unable to deliver the mobile device to you because your delivery address is incorrect or incomplete;
- (d) we are unable to gain access to your site to deliver the mobile device to you for any reason beyond our reasonable control; or
- (e) our failure to meet the service level is caused by any other act beyond our reasonable control.

18.77 Any order for multiple mobile devices will be considered to be a single order for the purpose of calculating the rebate. Only multiple orders of up to 100 mobile devices are eligible for the rebate.

18.78 The rebate is not applicable if you order mobile devices through any delivery channel other than the Mobility Help Desk.

18.79 To claim a service rebate, you must contact a Telstra Service Executive (or Account Representative) either by telephone or in writing and provide the following details:

- (a) your contact name and address;
- (b) the relevant Telstra account number/national number and/or service Number; and
- (c) the reason for dissatisfaction.

18.80 The Telstra Service Executive (or Account Representative) will send you a form which you must complete and return in order to make your claim.

18.81 If you are entitled to a rebate, you must claim the rebate by returning the claim form within 60 days of ordering the mobile device(s), otherwise you waive your right to claim the rebate.

18.82 If there is a dispute about whether we have failed to meet the service level target for the delivery of mobile devices for new service connections, the parties shall negotiate in good faith to resolve the dispute. If the parties cannot resolve the dispute, we may, on reasonable grounds and in good faith, make a final and binding decision about whether

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the service level target has been met.

18.83 The rebate will be paid to you in the form of a credit on your bill. We will credit any rebates to your bill in the next available bill cycle. The rebate is not transferable or redeemable as cash.

18.84 You understand that the rebate is our sole liability for failing to meet the service level target described above.

**T-MDM Platform Fault Service Levels**

18.85 If the Availability of the T-MDM Service online web portal powered by AirWatch falls below 99.9% and you make a claim to us that this has impacted you, we will credit your account with a Service Credit in accordance with the following table

<b>Availability</b>	<b>Service Credit - % reduction of all Monthly Managed Mobiles Solution plans payable for that month</b>
99.5 - 99.9%	2.5%
98.0 – 99.5%	5%
Less than 98.0%	7.5%

18.86 The Service Credits above are your sole and exclusive remedy in connection with the failure to achieve Availability service levels. In no event will the Service Credits payable by us in any calendar month exceed, in aggregate across all instances of non-Availability in a particular calendar month, 7.5% of the amount invoiced to you for the Managed Mobiles Solution in that month. The Service Credits are not cumulative and may not be carried from one month to the next.

18.87 You will receive any Service Credits due to you within thirty (30) days of the date it accrues. Service Credits will be issued once validated by us and will be allocated against the invoice for the month following the month in which they were incurred.

18.88 “Availability” means the percentage of minutes in a calendar month in which the T-MDM portal did not experience an Unplanned Outage in that month and is calculated in accordance with the following formula:

*(Total number of minutes in the month – Aggregate minutes of Scheduled Maintenance*



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*and Unscheduled Maintenance in the month – Aggregate minutes of Unplanned Outages in the month) / (Total number of minutes in the month – Aggregate minutes of Scheduled Maintenance and Unscheduled Maintenance in the month)*

Where:

“Maintenance Window” means 10pm to 2am Australian Eastern Standard Time.

"Scheduled Maintenance" means the number of minutes in a month in respect of any maintenance in relation to the T-MDM portal that is performed during a properly noticed period for maintenance work or during the regular Maintenance Window. To be properly noticed, we must:

- (i) use reasonable endeavours to provide you with not less than 5 business days' prior written notice; and
- (ii) at least provide you with 1 business day's prior written notice, of the date and time period during which the relevant maintenance work will be conducted, including during the Maintenance Window.

"Unplanned Outage" means the number of minutes in a month during which there is an inability to provide the T-MDM Service for more than four (4) consecutive minutes or more than 1 re-occurring failure per day and is caused by a defect, error or malfunction in any item of equipment, connectivity, hardware, software, configuration or service, and communications not within our control; or any unavailability of the T-MDM portal caused by an event beyond our reasonable control the T-MDM Service is not available.

Unplanned Outage does not include Scheduled Maintenance.

"Unscheduled Maintenance" means any maintenance to be performed in relation to the T-MDM portal in respect of which Telstra has not:

- (a) used reasonable endeavours to provide you with 5 business days' notice; and
- (b) provided you with at least 1 business day's prior written notice.

### **Additional service targets**

18.89 For requests made by you using the email address for electronic Mobility Help Desk enquiries, we will try, but do not promise, to:

- (a) implement a T-MDM portal add, move or change within 24 business hours of your

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request;

- (b) process a request to lock, wipe or locate a Telstra Eligible Device within 2 business hours (subject to the Telstra Eligible Device being properly enrolled in the T-MDM portal and having an active internet connection); and
- (c) assist with enrolling a device on the T-MDM platform within 2 business hours of request (subject to the device being eligible to be enrolled on the T-MDM platform and having an active internet connection).

18.90 You understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

**Faults**

18.91 If you experience a fault with your Managed Mobiles Solution Service we will try to, but do not promise to, resolve the fault in accordance with the following table:

<b>Severity Level</b>	<b>Interim Resolution</b>	<b>Final Resolution</b>
Severity 1 Fault	We will try to respond to you within 6 hours with any interim work around(s) possible of being made aware of the fault..	We will try to resolve the issue within 24 hours of being made aware of the fault.
Severity 2 Fault	We will try to respond to you within 12 hours with any interim work around(s) possible being made aware of the fault..	We will try to resolve the issue within 5 business days of being made aware of the fault.
Severity 3 Fault	N/A	At the next software release or as mutually agreed with AirWatch.

“Severity 1 Fault”: Where the T-MDM portal is unavailable, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you, including:

- (a) problems preventing users from getting their emails or using their devices;



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- (b) the inability to utilise the console to monitor or manage devices;
- (c) the inability to secure compromised devices through security functions like lock, wipe, and / or partial wipe.

“Severity 2 Fault”: Where the T-MDM portal is unavailable the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this has a material impact on you although the T-MDM Service remains substantially operational, including interruptions of non-critical console functions.

“Severity 3 Fault”: Where you can not use the T-MDM Services, or where the T-MDM Services are not performing to the relevant specifications and this does not have a material impact on you, including reporting or the inability of a few individual end-users from getting their emails or using their devices.

- 18.92 You understand that we will try to meet the targets above but we are not liable to you if we fail to do so.

### **The T-MDM Platform**

- 18.93 The T-MDM platform may be upgraded from time to time. We will provide your nominated representative with 5 business days’ notice of our intent to upgrade the T-MDM platform.
- 18.94 Where new features/functions are introduced that impact on your company policies or configurations, we will discuss this with you after the upgrade to determine what changes (if any) are required to your company policies.