



## Telstra Wholesale eCRA

### **eCRA Overview**

This overview does not override or change anything in the eCRA  
This is an outline for information purposes only and has no legal effect.

Commercial in confidence

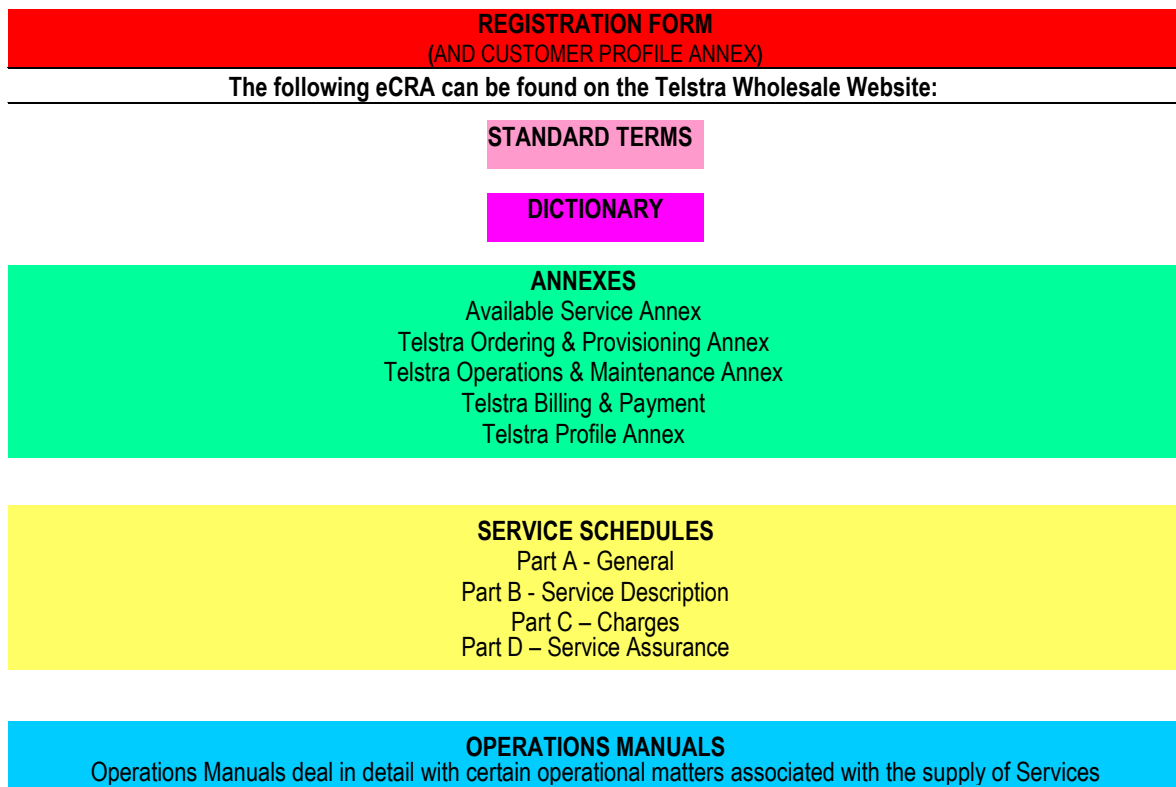
## 1. eCRA Overview

- 1.1. The electronic Customer Relationship Agreement (“eCRA”) sets out the terms and conditions on which Telstra provides certain broadband and data services to wholesale customers who have entered into an agreement with Telstra incorporating the eCRA (“**Agreement**”). This outline is designed to give customers a general overview of the provisions in the eCRA but does not contain all the information a Customer should have regard to when considering whether to enter into the Agreement with Telstra. Customers should make their own enquiries and appraisal by accessing the entire eCRA at the following link <http://www.telstrawholesale.com/operationalsupport/contracts/ecra.htm> (Telstra Wholesale Website).

Customers who have already entered into an Agreement should also refer to their Registration Form which may contain customer-specific terms.

This outline deals only with the Standard Terms, Annexes and the Dictionary of the eCRA. There are other specific terms and conditions set out in the Service Schedules and Operations Manuals. Please note that in this outline the term ‘Customer’ refers to a party who has entered into an Agreement with Telstra. Other capitalised terms used (and not defined in this document) have the meaning given to them in the Dictionary of the eCRA accessible at the link above.

## 2. Overall Structure of the Agreement



### **3. Registration Form**

#### **3.1. How do Customers enter into the eCRA?**

Once the Customer and Telstra have completed and signed the Registration Form, they are bound by the terms of the eCRA as it appears on the Telstra Wholesale Website and the Registration Form, as amended from time to time.

#### **3.2. Customer specific information**

The Registration Form contains the Customer Profile Annex outlining the Customer's details and any customer-specific terms.

#### **3.3. Location of Registration Form**

The Registration Form is not available on the Telstra Wholesale Website but is sent to the Customer once all the Customer's details are assessed and accepted by Telstra. The Customer should retain a copy of the Registration Form for its records.

### **4. Standard Terms**

#### **4.1. What are the Standard Terms?**

The Standard Terms contain the commercial terms and conditions governing the supply of services, including:

- (a) credit;
- (b) security;
- (c) intellectual property and confidentiality;
- (d) liability and indemnity;
- (e) disputes;
- (f) suspension and termination;
- (g) variation of the eCRA;
- (h) withdrawal of services; and
- (i) miscellaneous provisions including governing law, taxation, and notice provisions.

Some of the important provisions of the Standard Terms are summarised below.

#### **4.2. Credit**

Telstra may, from time to time, require the Customer to cooperate in determining the creditworthiness of the Customer. This may include obtaining a Credit Report or requesting recent Financial Statements of the Customer. If the Customer fails to comply with its obligations relating to credit then Telstra may disclose to a credit reporting agency the nature of the default.

#### 4.3. **Security**

Telstra may require the Customer to provide Security. Any Security provided to Telstra must be maintained by the Customer and the Customer must comply with any specific terms of that Security.

#### 4.4. **Intellectual Property and Privacy**

A Customer must not use a name, logo, trademark or Look of Telstra or represent that Telstra is the supplier to the Customer's End Users. The Customer also must not represent that it is approved by, or an agent or dealer of, or affiliated with Telstra and should comply with the applicable terms of the Privacy Act 1988.

#### 4.5. **Interruption or fault**

Telstra is committed to providing Services to its Customers. However, Telstra cannot guarantee that a Service will continuous or fault free.

#### 4.6. **Liability and Indemnity**

In general, Telstra's liability is limited in the case of services to the resupply (or payment of the cost of resupply) of the services, and, in the case of goods, to the replacement or repair of those goods (or the payment of replacing or repairing those goods). There is, however, an annual liability cap of \$1,000,000. This cap does not apply in the case of death or injury or intentional or negligent property damage. The Customer agrees to indemnify Telstra against all Losses arising out of any claim by an End User of the Customer or any other person in connection with a Service provided by Telstra.

#### 4.7. **Resolving disputes**

Disputes can be either General Disputes or Billing Disputes. The procedures for resolving General Disputes are set out in the Standard Terms and must be invoked before Litigation is initiated (unless the party is seeking urgent injunctive or interim relief). The procedures for resolving Billing Disputes are set out in the Billing and Payment Annex.

#### 4.8. **Suspension and Termination**

##### *(a) Immediate Suspension by Telstra*

Telstra may, without prior notice to the Customer, immediately suspend the supply of a service in certain circumstances such as where an emergency exists, or supply of the service may pose a threat to normal network operations, or the Customer is insolvent.

##### *(b) Immediate termination by either party*

The Agreement may be terminated by written notice by the Customer or Telstra, in certain circumstances, including if the other party is insolvent, or when there is a Force Majeure event.

##### *(c) Termination for breach*

Telstra may by written notice to the Customer suspend or terminate the Agreement in certain circumstances including where the Customer has failed to pay any money owing by the due date, or where the customer breaches a material term under the eCRA. A Customer may also terminate the Agreement by written notice if Telstra breaches a material term. Termination rights may be subject to notice provisions contained in the eCRA.

*(d) Early termination and early cancellation*

Particular Services may have a minimum term (often expressed as an Initial Period) and the Customer will be charged an early termination fee if it cancels the service before the end of that minimum term.

Also, where the Customer cancels an Order for a Service before it has been completed, Telstra may require the Customer to pay any costs Telstra has incurred in partially fulfilling that Order.

*(e) Termination where no Services are acquired*

Where a Customer has not acquired Services for a continuous period of 3 months, Telstra may terminate the Agreement after giving 20 business days Notice. A Customer may recommence acquiring Services during the Notice Period and if they do so, the termination automatically rescinds.

#### 4.9. **How can the Agreement be varied?**

There are three types of variations that can be made to the Agreement:

*(a) changes to the Customer's or Telstra's Profile Annex*

The Customer or Telstra may change its Profile Annex by written notice to the other party and without the other party's consent.

*(b) changes that are neutral or improve a Service or process (eg ordering or billing)*

Changes to the Agreement can be made by Telstra at any time without the Customer's consent as long as it has given 20 Business Days notice in writing (the "**Amendment Notice Period**").

The Customer may waive its rights to the 20 Business days notice if it wishes to immediately receive the benefit of any such change.

*(c) changes that have a material adverse effect on the Customer*

Where the proposed amendment has a material adverse effect on the the Customer (in Telstra's reasonable opinion), the Customer may terminate the Agreement (or an affected Service) by giving at least 10 Business Days notice to Telstra during the Amendment Notice Period without liability for any early termination or cancellation charges.

#### **4.10. How can Telstra and the Customer notify each other?**

(a) *How can Telstra provide the Customer with notices?*

Telstra may provide a notice to a Customer by post, facsimile or email. If Telstra sends a notice by e-mail, it is taken to have been received by the Customer unless Telstra receives a notification of delivery failure within 2 hours of sending the notice. The Customer must monitor the information system on which the mailbox for customers e-mail address for notices resides and immediately inform Telstra of any material change in that information system or if customer changes their e-mail address for notices.

(b) *How can the Customer provide Telstra with notices?*

The Customer may provide notices to Telstra by post or facsimile.

#### **4.11. Record of Notices and documents posted on the Telstra Wholesale Website**

Telstra's record of the content of any notice and the content of documents posted on the Telstra Wholesale Website is taken to be correct unless the parties agree otherwise.

## **5. Annexes**

### **5.1. What are the Annexes?**

There are four operational Annexes:

- (a) Available Services Annex;
- (b) Ordering & Provisioning Annex;
- (c) Operations and Maintenance Annex; and
- (d) Billing and Payment Annex.

There is also the Customer Profile Annex (included in the Registration Form) and the Telstra Profile Annex (included in the eCRA). The Profile Annexes set out the contact details for notices, escalation etc for each party.

## 6. Available Services Annex

On entering into the Agreement a Customer may order any of the available services under the eCRA from Telstra by ordering that service in accordance with the Ordering and Provisioning Annex. The available services are:

(a) *Wholesale ATM*

Wholesale ATM is a switched data service provided by permanent virtual circuits/permanent virtual paths providing interconnection of multiple sites.

(b) *Telstra Wholesale Business DSL*

Telstra Wholesale Business DSL (WBDSL) is a symmetrical data access service. The service involves the provision of a DSL access (End User Access) with a speed ranging from 256kbps to 4Mbps, and dedicated PVC with a speed ranging from 64kbps to 4Mbps. WBDSL offers point to point or Aggregation configuration. In Aggregation configuration, the head-end (aggregation end) product is a prerequisite for WBDSL. The head-ends available are: WATM, TWI and Frame Relay.

(c) *Telstra Wholesale MegaPoP<sup>®</sup>*

Telstra Wholesale MegaPoP<sup>®</sup> provides carrier grade dial-up access allowing service providers to outsource all or part of their dial-up access network requirements. Wholesale ATM or Frame Relay Service is a prerequisite for Telstra Wholesale MegaPoP<sup>®</sup>.

(d) *Telstra Wholesale MegaPoP<sup>®</sup> Layer 2*

Telstra Wholesale MegaPoP<sup>®</sup> Layer 2 provides termination of dial-up PSTN/ISDN calls on Telstra's network Access Servers. It also provides IP connectivity using L2TP between Telstra's Network Access Servers and Customer's LNS at their premises, via Telstra's Switched Data Network. Wholesale ATM is a prerequisite for Telstra Wholesale MegaPoP<sup>®</sup> Layer 2.

(e) *Telstra Wholesale Ethernet (TWE)*

Telstra Wholesale Ethernet (TWE) is a high-speed, Layer2 networking service that links LANs across two or more sites in point to point and multi point configurations.

(f) *Telstra Wholesale Internet (TWI) Global*

TWI Global provides Internet connectivity to both the Telstra Internet backbone in Australia and over Internet networks in the US, Europe and Asia Pacific region. Customers may choose to be charged for TWI Global on either a flat rate or a usage basis. Wholesale ATM is a prerequisite for TWI Global.

(g) *Telstra Xpand 019 Service*

The Xpand 019 Service provides translation of calls to a single Xpand 019 Service Number within a Nominated CCA to an ISDN Telephone Number within the same Nominated CCA, for calling End Users also within the same Nominated CCA.

(h) *vISP Dial*

Telstra Virtual ISP Dial (vISP Dial) combines MegaPoP National Access with TWI (Telstra Wholesale Internet), and shared ATM, offering Service Providers with a total access and data solution on which to supply dial-up (PSTN/ISDN) Internet access services anywhere in Australia. This solution will deliver bundled access network and Internet data / connectivity. However it still enables ISP's to control their end users through the RADIUS functionality.

(i) *SFOA Services*

SFOA Services are those services described in Telstra's SFOA now called Our Customer Terms (OCT) (see <http://www.telstra.com.au/customerterms/docs/wp.pdf>) which wholesale customers are eligible to purchase. The services provided by Telstra under the SFOA Service Schedule are provided solely for the Customer's own use. Customers must not resell, rebill, or otherwise resupply SFOA Services to end users. If the Customer wishes to resell/resupply/rebill SFOA Services to their end users they must enter into another agreement with Telstra.

(j) *Telstra Wholesale Broadband Services*

Telstra Wholesale Broadband Services provide access to the Internet using ADSL technology. Wholesale ATM is a prerequisite for Telstra Wholesale Broadband Services. The Wholesale Broadband Services available are:

- Telstra Wholesale Broadband Layer 2 or DSL-L2 includes a layer 2 tunnelling protocol feature. DSL-L2 is available in ADSL line speeds of up to 256kbps/64kbps, up to 512kbps/128kbps, 512kbps/512kbps and up to 1.5mbps/256kbps. With DSL-L2, the Customer manages the authentication, authorisation and accounting of its end users. DSL-L2 is available in 2 pricing options.
- vISP Broadband is a bundled Service which combines DSL-L2 with TWI Global. It is available in ADSL line speeds of up to 256kbps/64kbps, up to 512kbps/128kbps and up to 1.5mbps/256kbps. With vISP Broadband, Telstra manages the authentication, authorisation and accounting of the Customer's end users.

More information on these Services (including the Charges) is set out in the relevant Service Schedules.

## **7. Ordering and Provisioning Annex**

This Annex sets out the processes for ordering Telstra Services.

## **8. Operations and Maintenance Annex**

This Annex sets out the processes for the maintenance of the Telstra Services (including reporting faults). Customers may report faults 24 hours per day, 7 days per week by calling the Telstra Fault Desk (National Wholesale Service Centre) using the contact details listed in the Telstra Profile Annex.

Response times and repair times for each Service are outlined in the relevant Service Schedule.

## **9. Billing and Payment Annex**

This Annex sets out the processes that Telstra uses to bill for the Services, including how any Billing Disputes will be resolved.

## **10. Operations Manuals**

Operations Manuals deal in detail with certain operational matters associated with the supply of Services

These Operations Manuals can be amended from time to time on 20 Business days notice to accurately reflect the operational requirements in place to support the Services.