

1.12 We can provide additional training (including training on-site), for an additional charge.

HELP DESK

1.13 If a User requires assistance with resolving any problems and faults relating to the Service, they can contact our Help Desk:

- (a) by phoning 1800 619 553 between 8.30am and 5.30pm (AEST) on Business Days; or
- (b) via email to mbrssupport@team.telstra.com; or
- (c) such other contact details as notified to you from time to time.

ADDITIONAL FEATURES AND SERVICES

1.14 We can provide any additional features and services requested by you and agreed by us, for an additional charge.

2 PRICING

- 2.1 The prices for the Service are set out in Att 1 to Schedule 7, and will be billed to the Telstra account set out in the Service Details.
- 2.2 The pricing set out in this Service Schedule will be effective from implementation into our billing systems.
- 2.3 All pricing set out in this Service Schedule is GST exclusive, unless otherwise stated.

3 TERM AND TERMINATION

- 3.1 This Service Schedule begins on the Service Start Date and continues for the Service Schedule Term, unless terminated or renewed.
- 3.2 If the Service is cancelled or terminated for any reason, you must:
 - (a) immediately cease using the Service;
 - (b) immediately delete all User IDs and Passwords and any copies of them that are in your possession or control; and
 - (c) ensure that each User immediately deletes all copies of all User IDs and Passwords in its possession or control.

4 SERVICE PLANNING AND IMPLEMENTATION

- 4.1 To enable us to provide the Service, you must, at our request, provide us with:
 - (a) a complete list of your billing hierarchy and costs centre in an agreed electronic format (including any business rules relating to the apportionment of charges against multiple cost centres); and
 - (b) all reasonable assistance in relation to the Service.
- 4.2 Once you have supplied us with all the necessary information and assistance we require under clause 4.1 above, we will meet with you to agree a timetable for implementation of the Service (including any additional features or services you require and which we agree to provide).

5 BILL DATA

- 5.1 We may provide you with copies of Bill Data in formats advised to you from time to time.
- 5.2 You acknowledge that there may be a delay between an invoice and the receipt of Bill Data by the Service. You must not dispute an invoice due to such delay. A delay does not extend a payment period under this Agreement.
- 5.3 The Bill Data and information or reports produced by MBRS may not be accurate or up to date (e.g. it may not reflect any 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 dishonoured payments).
- 5.4 Your charges for the Service will be invoiced separately in accordance with this Agreement.

6 SECURITY AND USERS

- 6.1 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.
- 6.2 We will provide a User ID and Password for each User to enable the User to access the Service (**User ID and Password**).
- 6.3 You must:
 - (a) nominate a number of Users up to the Maximum Number of Users. We may provide access to the Service for additional Users above the Maximum Number of Users at the Fee for additional Users;
 - (b) ensure that the Service 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 clause (c) above, keep any computer on which any User ID and Password is stored physically secure and take all necessary precautions (including 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 our reasonable directions in relation to access and use of the Service, including User ID and Password; and
 - (f) use the Service for your internal business purposes only.
- 6.4 You are responsible for all use of the Service (whether by you or any other person using a User ID and Password) and Telstra is not liable for any misuse of the Service by you or any other person using the User ID and Password.
- 6.5 You must immediately notify us by calling the Help Desk if:
 - (a) any of your details change;
 - (b) a User ceases to be authorised to use the Service;
 - (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 under clause 6.5 above does not release you from any of your responsibilities under this Service Schedule or this Agreement.

7 YOUR OBLIGATIONS

- 7.1 You must acquire and maintain (at your cost) all equipment, software and services that you need to use the Service. The minimum browser specification to access the Service is Microsoft Internet Explorer 8.0. 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.
- 7.2 You must not use, or permit the Service to be used:
- (a) in any way contrary to the terms of this Agreement;
 - (b) by anyone other than Users;
 - (c) for any activities which breach any laws 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.
- 7.3 We may limit, suspend or cancel the Service at any time without notice to you if you breach clause 7.2 above.

8 INTELLECTUAL PROPERTY

- 8.1 If we provide you with any documents, reports, processes or software as part of your MBRS service, we (or our licensors) will:
- (a) continue to own the intellectual property rights in those materials; and
 - (b) grant you a non-exclusive, non-transferable licence to use that material solely for the purpose of using your MBRS service.
- 8.2 You must not copy, reproduce, modify, distribute or create any derivative works from that material without our written consent.

9 DEFINITIONS

- 9.1 In this Service Schedule, unless otherwise stated:

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

Nominated Accounts means your accounts with us which you nominate to be included for the purposes of using the Service.

User means an individual nominated by you who may access the Service on your behalf.

Att 1 to Schedule 7 - Pricing

PRICING

SERVICE	PRICING/DISCOUNTS
Standard	
Monthly Fee	\$750 per month.
Additional features	
Simple General Ledger File	\$ As quoted and agreed (once only).
Complex General Ledger File	\$ As quoted and agreed (once only).
Mobile Phone User Service statement – email delivery	\$ As quoted and agreed.
Customised bill reports and additional standard bill reports	\$ As quoted and agreed (once only).
Additional services	
Training:	
On site (Metro area) for 2.5 hours:	\$400 per site visit.
On site (Non Metro area):	As quoted and agreed.
Fee for additional Users	\$120 per 10 Users per annum.

MBRS CREDIT

- 1.1 We will credit your Telstra account (as set out in the Service Details) with the following credits (**MBRS Credit**), which will be applied against your Telstra invoices for the Monthly Fee set out above:
- (a) the amount of \$9,900.00 (GST inclusive) within 30 days of the Service Start Date;
 - (b) the amount of \$9,900.00 (GST inclusive) within 30 days of the first anniversary of the Service Start Date; and
 - (c) the amount of \$9,900.00 (GST inclusive) within 30 days of the second anniversary of the Service Start Date.
- 1.2 We may suspend or cease payment of the MBRS Credit at any time by notice to you:
- (a) if you do not pay any amounts due to us on time;
 - (b) if you do not achieve any Spend Conditions set out in this Agreement; or
 - (c) if an administrator, receiver, liquidator or provisional liquidator is appointed to you, or you resolve to enter into any settlement, moratorium or similar arrangement for the benefit of your creditors, or you are unable to pay your debts when they are due.
- 1.3 If the Service is cancelled or terminated for any reason other than for our material breach, you must reimburse us any MBRS Credit paid to you.

SCHEDULE 8 - MOBILE SERVICES (TELSTRA BUSINESS FLEET CONNECT PLAN)

SERVICE START DATE: The date the Agreement is signed by the last party.

SERVICE SCHEDULE TERM: 24 Months

SERVICE TERMS

1 SERVICE DESCRIPTION

- 1.1 Mobile Services are public mobile telecommunications services (as defined by section 32 of the *Telecommunications Act 1997* (Cth) connected to our GSM or Next G® networks.
- 1.2 The Telstra Business Fleet Connect Plan is available as a:
 - (a) fixed 24 or 36 month plan with a SIM only (**Member Plan**); or
 - (b) month-by-month casual plan (**Casual Plan**),together (**Fleet Connect Plans**).
- 1.3 Fleet Connect Plans do not include a handset. If you take up a Member plan you may bring your own compatible handset, or, for eligible customers, take up a 24 month Mobile Repayment Option ("MRO") handset. The MRO terms and conditions are set out in Part C – Special Promotions of the Telstra Mobile Section of Our Customer Terms.
- 1.4 If you choose a Casual Plan you are not eligible to receive a Loyalty Bonus Credit.

2 PRICING

- 2.1 The charges for your Fleet Connect Plan services, except plans with a \$10 Monthly Fee, depend on the number of Eligible Mobile Services you have connected to your Fleet Connect Plan account at any one time.
- 2.2 Fleet Connect Plans have six different pricing tiers as set out below:
 - (a) Tier 1 if you have 1 to 10 Eligible Mobile Services;
 - (b) Tier 2 if you have 11 to 19 Eligible Mobile Services;
 - (c) Tier 3 if you have 20 to 39 Eligible Mobile Services;
 - (d) Tier 4 if you have 40 to 79 Eligible Mobile Services;
 - (e) Tier 5 if you have 80 to 149 Eligible Mobile Services; and
 - (f) Tier 6 if you have 150 or more Eligible Mobile Services.
- 2.3 All prices for the Services described in this Service Schedule and any other fees are the applicable Our Customer Terms prices, unless otherwise set out in this Service Schedule.
- 2.4 The Attachments to this Service Schedule set out the pricing for your Services as at the date of this Agreement. This pricing is also set out in Our Customer Terms. You acknowledge and agree that we may change the pricing at any time, without changing the Attachments, provided we follow the process set out in the General Terms section of Our Customer Terms applicable to you. The pricing in Our Customer Terms will always prevail over the Attachments to the extent of any inconsistency.

SCHEDULE

- 2.5 If we change the pricing and the change is detrimental to you we will tell you beforehand.
- 2.6 The prices and discounts set out in this Service Schedule will be effective from implementation into our billing systems.
- 2.7 All pricing in this Service Schedule is inclusive of GST, unless otherwise stated.

3 LOYALTY BONUS

- 3.1 If you choose a Telstra Business Fleet Connect Member Plan with a minimum term of 24 months or more and your Monthly Fee is \$35 or more you will receive a Loyalty Bonus (except Business Fleet Connect Plans with a Monthly Fee of \$90 and \$105). Full details are set out in Our Customer Terms.

4 FEATURES OF THE TELSTRA BUSINESS FLEET CONNECT PLANS**4.1 Included Calls and Benefits****(a) Telstra Business Fleet Connect Plan 140 and Telstra Business Fleet Connect Plan 105**

The Telstra Business Fleet Connect Plan with a \$140 Monthly Fee (**Plan 140**) and the Telstra Business Fleet Connect Plan with a \$105 Month Fee (**Plan 105**) includes:

- (i) unlimited standard calls and messages in Australia;
- (ii) a choice of unlimited MessageBank® diversion and retrieval or unlimited MessageBank Plus in Australia; and
- (iii) an allowance of \$50 each month for calls and messages to international numbers.

(b) Telstra Business Fleet Connect Plan 90

The Telstra Business Fleet Connect Plan with a \$90 Monthly Fee (**Plan 90**) includes:

- (i) unlimited standard calls and messages in Australia and
- (ii) a choice of unlimited MessageBank diversion and retrieval or unlimited MessageBank Plus in Australia

(c) All other Telstra Business Fleet Connect Plans

For all other Fleet Connect Plans (excluding plan with a \$10 Monthly Fee), your Monthly Fee includes:

- (i) an amount of included standard calls and messages (**Monthly Call Allowance**) as set out in the table below;
- (ii) unlimited SMS from Australia to standard Australian numbers (**SMS Bonus**); and
- (iii) unlimited MessageBank® diversion and retrieval in Australia or MessageBank Plus for iPhone services.

Monthly Fee	Monthly Call Allowance	SMS Bonus	MessageBank® diversion and retrieval or MessageBank Plus (iPhone users only)
\$10	\$0	\$0	N/A
\$35	\$20	Unlimited	Unlimited

Monthly Fee	Monthly Call Allowance	SMS Bonus	MessageBank® diversion and retrieval or MessageBank Plus (iPhone users only)
\$45	\$45	Unlimited	Unlimited
\$75	\$75	Unlimited	Unlimited
\$95	\$95	Unlimited	Unlimited
\$140	Unlimited	Unlimited	Unlimited
\$90	Unlimited	Unlimited	Unlimited
\$105	Unlimited	Unlimited	Unlimited
ALL TO STANDARD AUSTRALIAN NUMBERS (EXCLUDES USE OVERSEAS)			

(d) **Standard calls and messages**

Unless your Telstra Business Fleet Connect Plan provides otherwise, The types of standard calls and messages included in your Monthly Call Allowance and SMS Bonus are most types of national direct dial calls, video calls and messages made within Australia to standard Australian numbers, including voice calls to 11xx, 13xx, 18xx, (excluding Sensis® 1234, 12455 and 12456 services), calls and SMS to most satellite phones, diversion within Australia to fixed numbers with only an 02, 03, 07 or 08 area code or mobile numbers commencing with only 04xx, MessageBank® diversion and retrieval calls and any other calls or messages as determined by us (**standard calls and messages**).

Calls and messages that are not included in your Monthly Call Allowance and SMS Bonus are calls/SMS/MMS to premium numbers (e.g. 19xx numbers), 1234, 12455 and 12456 numbers, Pivotel numbers, some satellite numbers, operator assisted and info calls (eg most 12xx numbers), Call Answer, Memo, PhonePage, bulk SMS sending services, content charges and use while overseas. You cannot apply your included Monthly Call Allowance towards data usage.

(e) **FairPlay Policy and expiry of unused allowance**

Our FairPlay policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to any unlimited included allowance. It is designed to ensure you do not commercially exploit our service. This includes using the service to re-originate international calls or messages coming into Australia. Any unused included allowance expires monthly.

(f) **International calls and Roaming**

The call rates and terms that apply to international calls and international roaming services are set out in Part D – Other Call Types and Part I - Heading Overseas (International Roaming) of the Telstra Mobile Section of Our Customer Terms.

(g) **Share Unused Monthly Call Allowance**

You can share unused Monthly Call Allowance on your Telstra Business Fleet Connect Plan services (excluding plans with a Monthly Fee of \$10, Plan 90, Plan 140 and Plan 105) between your Telstra Business Fleet Connect Plan services, Telstra Business Mobile PLUS Plan services and Telstra Business Mobile Fleet Select Plan services on the same Telstra account.

Any unused Monthly Call Allowance expires monthly.

(h) **Free Intra Account voice calls in Australia**

You can make national voice and video calls, and send SMS messages, in Australia from your Telstra Business Fleet Connect Plan service to other Telstra Business Fleet Connect Plan services in Australia on the same Telstra account for free. Our FairPlay Policy (set out in Part A – General of the Telstra Mobile section of Our Customer Terms) applies to Free IntraAccount calls.

(i) **Monthly Data Allowance**

Telstra Business Fleet Connect Plans with a Monthly Fee of \$35 or more (except Plan 90) are provided with an amount of Included Data based on the Monthly Fee as set out in the table below.

MONTHLY FEE	INCLUDED DATA
\$10	0MB
\$35	50MB
\$45	200MB
\$75	1GB
\$95	1.5GB
\$140	4GB

MONTHLY FEE	INCLUDED DATA
\$90	0MB
\$105	1GB

You can share the monthly Included Data with other Fleet Connect Plan services on the same account, (except plans with a Monthly Fee \$10 and Plan 90), and with Telstra Mobile Broadband Shared Data Plans. You cannot share your Included Data with any other services or plans.

Charges apply as set out in Our Customer Terms for usage in excess of, or excluded from, your Monthly Data Allowance. For data you use in excess of your Monthly Data Allowance (including data you can share), you must pay us the excess charges. You must also pay for international data use separately and additional charges will apply.

(j) **SMS Bonus**

Telstra Business Fleet Connect Plans with a Monthly Fee of \$35 or more can send unlimited national SMS to standard Australian mobile numbers, subject to our FairPlay policy.

(k) **MessageBank®**

Telstra Business Fleet Connect Plans with a Monthly Fee of \$35 or more get unlimited MessageBank diversion and retrieval in Australia or MessageBank Plus for iPhone services.

5 MINIMUM COMMITMENTS

- 5.1 The minimum Spend per Quarter (excluding equipment charges) for all Mobile Services connected to a Fleet Connect Plan as set out in this Service Schedule 8 and a Share Plan as set out in Service Schedule 9 is \$4,621 (**Quarterly Mobile Spend**).

- 5.2 The minimum number of Mobile Services that must be connected and remain connected to a Business Fleet Connect Plan and a Share Plan during the Service Schedule Term is 31 (**Minimum Number of Mobile Services**).
- 5.3 If you do not achieve at least 90% of the amounts in clauses 5.1 and 5.2 above, we may on 7 days notice decrease or withdraw any off-tariff or discounted pricing for the relevant Service for any subsequent Quarters until you achieve in a subsequent Quarter 100% of the amounts in clauses 9.1 and 9.2 above (based on the previous off-tariff or discounted pricing).
- 5.4 If you do not achieve at least 70% of the amounts in clauses 5.1 and 5.2 above, we may on 7 days notice terminate this Service Schedule.

6 EARLY TERMINATION

- 6.1 You must pay an early termination charge (**ETC**) and administration fee as reasonably determined by us if, during your minimum term:
 - (a) you cancel (other than as a result of our material breach) or we cancel your Telstra Business Fleet Connect Member Plan; or
 - (b) you move to a lower Monthly Fee, a different Telstra Business Fleet Connect Member Plan, or take up a Telstra Business Fleet Connect Casual Plan or other Telstra Mobile plan.

- 6.2 The formula we use to calculate the ETC is:

Monthly Fee x number of months (or part thereof) remaining in your minimum term x 90%

The maximum ETC you have to pay per service is set out in Attachment 3 – Maximum ETC Amounts.

7 ORDERING SERVICES

- 7.1 You may order Telstra Business Fleet Connect Plans from us by giving us the minimum information we require to provision a service. We are not bound to accept your order.
- 7.2 Any service you order will be subject to this Service Schedule and the relevant parts of Our Customer Terms.
- 7.3 Unless you choose Telstra Business Fleet Connect Casual Plan, any service you order will be subject to a fixed minimum contract term of 24 or 36 months.

8 DEFINITIONS

- 8.1 In this Service Schedule, unless otherwise stated:

Base Price means the GST inclusive price set out in Our Customer Terms for the service before applying any Flexi-Plan or other discount plan described in Our Customer Terms, and excludes any weekend rates, pricing packages, spot specials, capped calls or other promotional offers.

Device means an approved Telstra GPRS, GSM or Next G® network capable device.

Eligible Mobile Services means mobile services connected to a Telstra Business Fleet Connect Plan, Telstra Business Mobile PLUS Plan, Telstra Business Mobile Plan (Member/Phone), Telstra Business Mobile Fleet Select Plan or Telstra Mobile Broadband Plan.

Quarter means each full 3 calendar month period commencing on 1 July, 1 October, 1 January, and 1 April in any year.

Spend means the GST exclusive amount of money that we bill you.

Att 1 to Schedule 8 - Telstra Business Fleet Connect Plan Price List

1 MONTHLY FEE, CALL AND SMS CHARGES

- 1.1 The following call rates apply based on the tier you fall as defined in clause 2.2 of this Service Schedule

TIER	STANDARD CALL RATES (PER 30 SEC AND CHARGED PER SECOND)			
Monthly Fee	\$35 (Base Call Rate)	\$45	\$75	\$95
Call Rate Discount (off the Base Call Rate)	N/A	10%	20%	30%
Tier 1	36¢	32.4¢	28.8¢	25.2¢
Tier 2	32¢	28.8¢	25.6¢	22.4¢
Tier 3	28¢	25.2¢	22.4¢	19.6¢
Tier 4	24¢	21.6¢	19.2¢	16.8¢
Tier 5	20¢	18¢	16¢	14¢
Tier 6	16¢	14.4¢	12.8¢	11.2¢

- 1.2 If you have a Telstra Business Fleet Connect Plan with a Monthly Access Fee of \$10, you will be charged:

- (a) 30c per 30 seconds (charged per second) for voice and video calls to Australian numbers with an 02, 03, 07 or 08 area code, mobile numbers in Australia commencing with 04xx and 13 numbers;
- (b) a 20c call connection fee; and
- (c) 25c per national SMS message per recipient.

- 1.3 You will also be charged 14c per 30 seconds for MessageBank Retrieval.

2 OTHER CHARGES

TYPE	CHARGE
MMS to recipients in Australia	50c per message per recipient
Call Forward	6c per 30 seconds
International SMS	50c per message per recipient
International MMS	75c per message per recipient
MessageBank Call Forward	6c per 30 seconds