

SERVICE SCHEDULE – CLOUD SERVICES

This Service Schedule (which includes each Attachment) sets out the service description for the Cloud Services.

1 SERVICE DESCRIPTION

- 1.1 The Cloud Services (further described in each Attachment to this Schedule) allow you to provision on-demand software, infrastructure and platforms “as a service”, using Telstra and its partners’ cloud computing products. To the extent there is any inconsistency between this Service Schedule and any Attachment then the applicable Attachment for the relevant Cloud Service takes precedence.

2 ELIGIBILITY

- 2.1 Before we can implement and provision any Cloud Services, you must make an application, which will be subject to a feasibility assessment.
- 2.2 If your application fails the feasibility assessment, we may reject your application or we may consult with you in relation to any changes that we think are required either to your application or to your network and environment in order for us to provide the Cloud Services. If your application is accepted, you are responsible for ensuring that your network and environment are suitable to support the Cloud Services, including any changes that are required.
- 2.3 If any changes are required to your network or environment, or the Cloud Services, this may result in us not meeting the service levels for the Cloud Services or you may incur additional costs. We will advise you of any revised service level targets or additional costs. We will not implement and provision your Cloud Services until we have received a signed amendment to your agreement.

3 ORDERING, SUSPENSION AND CANCELLATION OF CLOUD SERVICES

- 3.1 The terms and conditions for ordering each Cloud Service are set out in the relevant Attachment to this Service Schedule.
- 3.2 Any order may be accepted or rejected by us in our discretion.
- 3.3 In addition to our rights under clauses 8.2 and 8.3 of the Agreement Terms, we may suspend or cancel your receipt of one or more of the products, services or features provided under this Service Schedule and you must continue to pay all charges relating to the relevant suspended products, services or features during the period of suspension if:
- (a) we reasonably believe that you are in breach of:
 - (i) your obligations under this Service Schedule; or
 - (ii) any user guides provided by us in relation to the Cloud Services,unless we determine that you are able to rectify such breach to our satisfaction; or
 - (b) we become aware that you are not eligible to receive the Cloud Services for any reason, including where we become aware that your network or environment is no longer suitable to support the Cloud Services.

4 CHARGES

- 4.1 You must pay us the charges as set out or accessed by the Telstra Portal, or other location as notified to you.
- 4.2 Payment is required in US dollars, or other currency as agreed, directly to us.
- 4.3 We will commence billing for each Cloud Service from the date that we first activate it. We will use reasonable endeavours to notify you of the activation date via email, SMS or telephone.
- 4.4 Where pricing is based on usage, we round up usage in the billing period to the nearest whole unit (for example, 1.4GB is rounded up to 2GB).
- 4.5 Where pricing is based on a quantity of usage which you specify (for example, number of users or hours of use), and your actual usage exceeds this amount, we may charge you and you must pay us the amount calculated based on your actual usage. Certain Cloud Services may incur higher rates for excess usage.

5 FEATURES AND SERVICE TERMS

Security

- 5.1 To the extent commercially possible, we aim to protect our equipment and service platform against intrusions, viruses, trojan horses, worms, time bombs and other similar harmful software which may affect your service, as well as vulnerabilities which may expose our equipment and service platform to the risk of intrusion or attack. We do not, however, guarantee such protection.
- 5.2 You must maintain reasonable and appropriate measures related to security and integrity of the Customer Data – both at rest and in transit – including data maintenance, integrity, retention, security, and backup of the Customer Data. You can order additional security through the Telstra Portal.

SERVICE SCHEDULE – CLOUD SERVICES

- 5.3 You must take steps to prevent unauthorised access to your Cloud Service or other service and service platforms, for example, by not disclosing security credentials (such as user names and passwords) related to the Cloud Services (except as required by such service).
- 5.4 You are responsible for the use of the Cloud Services by your users.
- 5.5 Where you transfer any Customer Data using any Cloud Service, then you are solely responsible for compliance with any applicable laws, rules and regulations in any and all applicable regions or countries regarding the security, privacy, legality and/or safe handling of the Customer Data.

Ancillary Services

- 5.6 You may request that we provide you with professional services that are outside the scope of the Cloud Services and which may include, for example, customisation, design, management or data migration services. The service descriptions and the applicable terms and conditions for the professional services available for the professional services that are outside the Cloud Services will be provided to you upon request.
- 5.7 To request professional services outside the scope of the Cloud Services, you need to complete the relevant application form. If we agree to provide you with that professional service, we will charge you an additional charge. Should you require that we conduct that professional service outside of business hours, we will charge you the applicable after hours' rates.

Deployment, Migration and Setup Services

- 5.8 Where you receive deployment, migration or setup services in connection with the Cloud Services, we will conduct such deployment, migration or setup services during business hours (in the location of your Cloud Services product(s)). Should you require that we conduct such services outside of business hours (in the location of your Cloud Services product(s)), we will charge you the applicable after hours' rates.

Service Desk

- 5.9 In the event that you experience a fault with your service, you may contact our service desk. Our service desk staff will attempt to rectify the fault, but may require certain information from your authorised representative before the fault can be rectified. The service desk may not be able to assist if your authorised representative is unavailable.
- 5.10 Upon becoming aware of a fault with the Cloud Services you must report such fault to our service desk and give the details of the fault, and all other relevant information to enable us to investigate the fault. Faults with Cloud Services may be logged with our service desk at any time.

Telstra Portal

- 5.11 As part of your service, we may provide you with a user account enabling you to access the Telstra Portal so that you can review information about the Cloud Services and features.
- 5.12 You acknowledge that the accessibility and functionality of the Telstra Portal may be affected by your Internet connection, browser and/or the computer system you are using.

6 YOUR OBLIGATIONS

- 6.1 You will comply (and ensure your end users comply) with:
- (a) any user guides we provide to you and terms of use on the Telstra Portal;
 - (b) this Agreement; and
 - (c) all applicable laws, rules and regulations applicable to your use of the Cloud Services (including obtaining any required licences or registrations).
- 6.2 If you use the Cloud Services in a manner that is inconsistent with any user guides provided, you will be responsible for any loss that you suffer as a result and you may need to pay us an additional charge to fix any problems.

Limitations

- 6.3 We do not warrant that the Cloud Services will operate uninterrupted or error free. Cloud Services are not designed or intended for use in situations where failure or fault of the Cloud Services could lead to death or serious bodily injury of any person, or to physical or environmental damage, including without limitation aircraft navigation, air traffic control systems, other modes of human mass transportation, weapon systems, life support systems or nuclear or chemical facilities.

Software

- 6.4 Because of the nature of the Cloud Services, which may be made up of technology and services provided by third party suppliers, we may not have control over certain terms and conditions that the third party supplier requires you to click to accept or otherwise enter into when you first use your service. If additional terms and conditions apply then these will be expressly described in the relevant Attachment.
- 6.5 If applicable and set out in an Attachment:

SERVICE SCHEDULE – CLOUD SERVICES

- (a) we will provide you with access to a copy of these third party terms and conditions;
 - (b) if you do not agree to the third party terms, we may not be able to provide you with the relevant Cloud Services. If you accept the third party terms and conditions prescribed in an Attachment, you must comply with those terms and conditions. If you fail to do so, we may be required by the relevant third party to cancel your service; and
 - (c) we may provide you with a non-exclusive, non-transferable licence to use certain software or may give you access to software as a service (“**Service Software**”) for the sole purpose of you accessing and using your Cloud Service (including any software service).
- 6.6 Except as permitted by law, you must not (and you must ensure that your users do not):
- (a) remove, modify or obscure any copyright, trade mark or similar notices on any Service Software;
 - (b) attempt to reverse engineer, decompile, disassemble, or derive any part of the source code of any Service Software; or
 - (c) modify, translate, or create derivative works based on any Service Software.
- 6.7 If set out in an Attachment, you must install Service Software, other software, upgrades and patches as directed by us (including allowing us or our partners to install certain Service Software). If you fail to do so, we may suspend or refuse to support your service.
- 6.8 You must not use third party applications in connection with the Cloud Services that have licence terms and conditions that conflict with or could cause you to breach the licence terms governing the use of the Cloud Services.

7 INDEMNITY

- 7.1 You indemnify us against all loss, liability, cost or expense, suits or proceedings arising as a result of or in connection with any third party claim that relates to your data (including hosted content, any data stored on our storage platform and any software or configuration data you install (or that you request we install) on our service platform) or arising as a result of or in connection with your use of the Cloud Services (including any breach by you of the terms of this Service Schedule).
- 7.2 You indemnify us against (and must pay us for) any loss or damage we suffer, relating to:
- (a) your (and your end users’) use (or attempted use) of the Cloud Service; and
 - (b) equipment you use in connection with the Cloud Service.
- 7.3 You indemnify us against (and must pay us for) any costs (including legal costs) relating to your breach of this Service Schedule.

8 YOUR INFORMATION

- 8.1 If we host or store your data as part of your Cloud Service, you grant us a licence to host or store your data for all purposes required for, or related to, our provision of the Cloud Services.
- 8.2 We may delete your data immediately after the cancellation of your Cloud Service. We will try to give you notice before we do this. However, we recommend that you copy your backup data onto your own computer system on a regular basis and where notice of cancellation is provided.
- 8.3 You may extract your data at any time from the Cloud Services during the Term but not afterwards.
- 8.4 We will retain the data on our server(s) until the later of:
- (a) you cancelling your service or requesting that we delete the data; and
 - (b) our no longer being required by law to retain the data,
- following which we will securely delete the data. Please note that the charges for your Cloud Service will continue to apply until such time as the Cloud Service is cancelled.
- 8.5 You may request our assistance with disengagement of your Cloud Service which may include the provision of data extraction services and we will notify you of any additional fees and charges which may apply to disengagement of your Cloud Service at the time you request disengagement.

9 SERVICE LEVELS

- 9.1 The service levels we endeavour to provide for each Cloud Service are set out in the relevant Attachment.
- 9.2 In addition to the provisions on service levels set out in the Attachment, we are not responsible for a failure to meet a service level where:

SERVICE SCHEDULE – CLOUD SERVICES

- (a) the failure is caused by you or as a result of your breach of an obligation under this Service Schedule;
- (b) you fail to follow our reasonable directions;
- (c) you do not provide us with full and accurate information detailing any requests or relating to any incidents that you report to us; or
- (d) the failure is caused due to the corruption of data as part of a backup.

10 DEFINITIONS

In this Service Schedule, unless otherwise stated:

“Customer Data” means all data, software and information, including, without limitation, data text, software, scripts, video, sound, music, graphics and images that are created, uploaded or transferred by you in connection with your Cloud Services embodied in any electronic or tangible medium, which is created, collected, processed, stored and/or transmitted in connection with the Cloud Services, including personal information or personal data (as defined by applicable privacy and data protection laws).

“Service Software” has the meaning given to it in clause 6.5(c) of this Service Schedule.

“Telstra Portal” means our online customer portal, also referred to as the Cloud Services Store, at <https://buycloud.telstra.com> (or such other location as we may designate from time to time).