

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

### CONTENTS

<b>1</b>	<b>ABOUT THE CLOUD SERVICES SECTION</b> .....	<b>3</b>
	Eligibility .....	3
	Telstra Data Feature .....	3
	Inconsistencies.....	3
	Parts of the Cloud Services Service Terms .....	4
<b>2</b>	<b>YOUR SERVICES</b> .....	<b>4</b>
	What These Terms Apply To.....	4
	Term.....	4
	When we can Suspend or Cancel your Service.....	4
	Changes to your Service.....	6
	Acceptable Use Policy.....	6
	User and Responsibility Guides.....	7
	Your Responsibilities .....	7
	Service Limitations .....	8
	Third Party Claims .....	8
	Consent.....	8
<b>3</b>	<b>ANCILLARY SERVICES</b> .....	<b>8</b>
	Deployment, Migration and Setup Services .....	8
	Service Desk .....	8
	Customer Portal .....	9
	Security.....	9
	Service Software .....	9
	Your Software .....	10
<b>4</b>	<b>YOUR INFORMATION</b> .....	<b>10</b>
	Your Data .....	10
	Privacy .....	11
	Take Down Notices and Directions .....	12
	Intellectual Property.....	12
	Your Records.....	12
	Virtualisation.....	12
<b>5</b>	<b>PRICING</b> .....	<b>13</b>
	Pricing.....	13
	Carbon Costs .....	13

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

<b>6</b>	<b>SERVICE LEVELS</b> .....	<b>14</b>
	General .....	14
	What are our Service Levels? .....	14
	Service Level Rebates .....	17
	Description of Service Levels.....	18
	Service Level Exclusions .....	20
	Outages .....	22
<b>7</b>	<b>SPECIAL MEANINGS</b> .....	<b>22</b>

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

Certain words are used with the specific meanings set out below or in your Agreement with us.

### 1 ABOUT THE CLOUD SERVICES SECTION

1.1 This is Part A (General) of the Cloud Services (Infrastructure) Service Terms (Service Terms).

#### Eligibility

1.2 To be eligible for a particular product or feature offered under these Service Terms for Cloud Services (Infrastructure), you must meet all relevant eligibility requirements described in these Service Terms and your application form or other agreement with us.

1.3 The products offered under these Service Terms are not available for resale.

1.4 Before we can implement and provision your Cloud Services products, your application may be subject to a feasibility assessment.

1.5 If your application fails the feasibility assessment, we will consult with you in relation to any changes to that we think are required either to your application or to your network and environment to ensure they are suitable to support the Cloud Services products. You are responsible for ensuring that your network and environment are suitable to support the Cloud Services products, including any changes that are required.

1.6 Any changes to our standard Cloud Services products may mean that we are not be able to meet the Service Levels below for your Cloud Services products or incur additional costs. We will advise you of any revised Service Level targets or additional costs to be included in a revised application. We will not be able to implement and provision your Cloud Services products until we receive a signed revised application.

#### Telstra Data Feature

1.7 In order to receive the products under these Service Terms, you must either access the products via shared public internet, or acquire an eligible data feature from us. Your application form or other agreement with us will specify the data features which are available under each of the Cloud Services product packages we offer.

1.8 If you are not already receiving an eligible data feature from us, you can acquire a new data feature from us under Part D (Network Services).

1.9 Unless we agree otherwise, you must acquire only from us all services you use for carrying data to or from your products provided under these Service Terms.

#### Inconsistencies

1.10 If this Part A (General) is inconsistent with something in another Part of the Service Terms for Cloud Services, (for example Part C (Infrastructure as a Service), that other Part of the Service Terms for Cloud Services applies instead of this Part A (General) to the extent of the inconsistency.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

- 1.11 If the Service Terms for Cloud Services are inconsistent with something in another section of your Agreement with us, these Service Terms apply instead of the other section of your Agreement to the extent of the inconsistency but only in so far as it relates to a product or service offered under these Service Terms.

### Parts of the Cloud Services Service Terms

- 1.12 The Cloud Services section is divided into the documents listed below:

- (a) Part A (General);
- (b) Part B (Vendor Terms and Conditions);
- (c) Part C (Infrastructure as a Service);
- (d) Part D (Network Services); and
- (e) Part E (Compliance).

- 1.13 This Part A (General) contains the general terms applying to all of the products available under Parts C to E of the Cloud Services section. Part B (Vendor Terms and Conditions) contains the specific vendor terms and conditions applicable to particular products offered under the Cloud Services section and Parts C to E contain the specific terms and conditions for each of Cloud Services products.

## 2 YOUR SERVICES

### What These Terms Apply To

- 2.1 The general terms set out in this Part A (General) apply to all of the Parts of the Cloud Services (Infrastructure) Service Terms, except where otherwise expressly stated.

### Term

- 2.2 The products set out in these Service Terms are provided to you on the term specified in your application form, separate agreement with us or the relevant Part of the Service Terms for Cloud Services. Unless otherwise set out in your separate agreement with us, your service start date is the date of the first bill following activation of your Cloud Service.

### When we can Suspend or Cancel your Service

- 2.3 Any rights for us to suspend or terminate the products, services or features you are receiving under these Service Terms are in addition to our rights to suspend or terminate your service under your Agreement with us.
- 2.4 We may suspend or cancel your receipt of one or more of the products, services or features provided under these Service Terms and you must continue to pay all charges relating to the relevant suspended products, services or features during the period of suspension if:

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART A – GENERAL

- (a) we reasonably believe that you are in breach of:
- (i) our acceptable use policy;
  - (ii) your Agreement with us;
  - (iii) the terms and conditions set out in these Service Terms, your application form or other agreement with us;
  - (iv) the responsibilities assigned to you in relation to the relevant products, services or features under Parts C to E of these Service Terms;
  - (v) the Responsibility Guide; or
  - (vi) any User Guides provided by us for the products, services or features provided under these Service Terms,
- 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 a product, service or feature in accordance with these Service Terms or your Agreement with us.

2.5 In addition to our other rights to cancel or suspend your receipt of products, services or features under this section, we may also suspend or cancel your receipt of one or more of the products, services or features under these Service Terms (but without you incurring any charges relating to such products, services or features during the period of suspension) due to any of the following:

- (a) the provision of the products, services or features you are receiving being suspended or cancelled for whatever reason by us or the third party which provides us with the relevant products, services or features, including where:
  - (i) the relevant product, service or feature is replaced by a newer technology which allows for increased functionality; or
  - (ii) the relevant product, service or feature has reached the end of its natural life cycle;
- (b) a determination by us, in our sole and absolute discretion, that our provision of any of the products, services or features you are receiving is no longer practical due to any legal or regulatory reason; or
- (c) a reasonable suspicion on our behalf that the continued provision of a product, service or feature compromises or will compromise the security of our service platform, for example due to hacking attempts or denial of service attacks or a vulnerability discovered in relation to a particular item of technology which we use to deliver the products, services or features provided.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

- 2.6 Where we suspend or cancel your receipt of a product, service or feature under these Service Terms, we will provide you with as much notice as is reasonably possible in the circumstances prior to suspending or cancelling that product, service or feature.

### Changes to your Service

- 2.7 From time to time, we may upgrade the products you receive under these Service Terms to make service improvements. You must cooperate with us so that these changes can be made.
- 2.8 You can request that we make adds, moves or changes to the products you are receiving under these Service Terms for an additional charge. To do this, you need to complete an application form, send us an email or use the Cloud Services portal(s), as applicable. If we agree to make your add, move or change we will charge you an additional charge which we will notify you of the additional charges for the add, move or change at the time of your request.

### Acceptable Use Policy

- 2.9 You must not use the products you are receiving under these Service Terms or let such products be used:
- (a) to commit an offence or breach any laws, standards or codes applicable to the service;
  - (b) in a manner that is excessive or unusual;
  - (c) in a way that interferes (or threatens to interfere) with the efficiency and security of the services or another person's services;
  - (d) to accept, transmit or distribute unsolicited bulk email;
  - (e) to falsify, forge or otherwise tamper with any portion of the header or tracking data of any SMTP email message;
  - (f) to originate, send or relay unsolicited commercial email or intentionally launch, propagate or cause the storage or execution of computer viruses or malware;
  - (g) to send email that hides or obscures the source of the email;
  - (h) to distribute any form of malicious, destructive or harmful code (including without limitation Trojan horses and worms) or any instructions activating such code;
  - (i) to menace, harass or stalk any person whether intentionally or unintentionally;
  - (j) to distribute material that is defamatory, obscene or could cause offence or harm;
  - (k) in a manner that infringes any other person's intellectual property rights, confidential information or other such rights;

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

- (l) to enable a minor to access inappropriate material for a minor to view or be exposed to; or
  - (m) to establish (or try to establish) contact with a minor not otherwise known to you.
- 2.10 You must not sell, resell or provide the products, or any part of the products to another person or organisation unless you obtain our consent.
- 2.11 Further acceptable use policies may be set out in other sections of your Agreement with us (which are incorporated into these Service Terms by reference), or your application form. These additional acceptable use policies will apply in addition to the policy set out above.

### User and Responsibility Guides

- 2.12 You must follow our reasonable directions in relation to:
- (a) your use of the products you are receiving under these Service Terms; and
  - (b) the data that is stored or hosted as part of the products you are receiving under these Service Terms.
- 2.13 We may provide you with User Guides relating to products you are receiving under these Service Terms which will set out relevant technical information related to your product as well as instructions for use.
- 2.14 The Responsibility Guide for certain products you are receiving under these Service Terms will contain important information relating to the details of such products. A copy of this guide can be downloaded from [www.telstraglobal.com/cloud](http://www.telstraglobal.com/cloud) (as such this guide may be amended from time to time).
- 2.15 You may distribute User and Responsibility Guides provided by us to your users, however you must ensure these guides are only used by your users to understand and use the products you are receiving under these Service Terms.
- 2.16 If you use such products in a manner that is inconsistent with the relevant User and Responsibility Guides 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.

### Your Responsibilities

- 2.17 These Service Terms may set out your responsibilities in relation to a particular product, service or feature in addition to the general responsibilities you have in relation to the products or services set out in this Part A (General), the User and Responsibility Guides we provide.
- 2.18 You acknowledge that your responsibilities may differ depending on the product package that you select under your application form or other agreement with us.
- 2.19 We may notify you from time to time of specific responsibilities you may have in relation to your service.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

### Service Limitations

- 2.20 The Cloud Services section may set out specific service limitations in relation to a particular product, service or feature in addition to the general service limitations in relation to your products set out in this Part A (General) and the technical service limitations set out in the User and Responsibility Guides we provide.
- 2.21 You acknowledge that the limitations of your products may differ depending on the product package which you select in accordance with your application form or other agreement with us.
- 2.22 We may notify you from time to time where we identify specific service limitations which are not set out in these Service Terms and which relate to the products you are receiving under these Service Terms.

### Third Party Claims

- 2.23 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 which you request we install) on our service platform) or arising as a result of or in connection with your use of the products you are receiving under these Service Terms (including any breach by you of the terms of use for that product).

### Consent

- 2.24 If these Service Terms specify that you require any form of consent or agreement from us prior to doing something, such consent or agreement must be in writing from an authorised Telstra representative.

## 3 ANCILLARY SERVICES

### Deployment, Migration and Setup Services

- 3.1 Where you receive deployment, migration or setup services for a product under these Service Terms, we will conduct such deployment, migration or setup services during business hours. Should you require that we conduct such services outside of business hours, we will charge you the applicable after hours rate.

### Service Desk

- 3.2 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.
- 3.3 Upon becoming aware of a fault with a product or service you are receiving under these Service Terms 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 your products provided under these Service Terms may be logged with our service desk at any time.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

### Customer Portal

- 3.4 As part of your service, we may provide you with a user account enabling you to access our online customer portal(s) so that you can review information about your products, services and features.
- 3.5 You acknowledge that the accessibility and functionality of any online customer portal(s) may be affected by your internet connection, browser and/or the computer system you are using.
- 3.6 Where you register for online customer portal(s) access, you will be asked to read and accept the relevant terms of use for the portal(s).

### Security

- 3.7 We aim to keep your products secure so that your use of and the data you transfer to and/or from your products is not visible to unauthorised third parties.
- 3.8 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.
- 3.9 You must take steps to prevent unauthorised access to your service and our service platform, for example, by not disclosing security credentials (such as user names and passwords) related to your products (except as required by such product).
- 3.10 You are responsible for the use of your products by your users.

### Service Software

- 3.11 We use software to provide many of the products provided under these Service Terms and we do not guarantee that such software is error-free.
- 3.12 As part of your service, we may provide you with a non-exclusive, non-transferable licence to use certain software ("Service Software") for the sole purpose of you accessing and using your service (including any software service).
- 3.13 You must comply (and ensure that your users comply) with all licence terms applicable to the Service Software as set out in these Service Terms, your application form or other agreement with us.
- 3.14 Because of the nature of the products provided under these Service Terms, which are made up of technology and services provided by our third party suppliers, we may not have control over certain terms and conditions which the third party supplier requires you to click to accept or otherwise enter into when you first use your service.
- 3.15 We will endeavour to provide you with a copy of these third party terms and conditions with any application form which we provide.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART A – GENERAL

- 3.16 If you do not agree to the third party terms which we provide, we may not be able to provide you with certain products, services or features. If you accept the third party terms and conditions, 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.
- 3.17 Except as permitted by law, you must not (and you must ensure that your users do not):
- (a) remove any copyright, trade mark or similar notices on the Service Software;
  - (b) attempt to reverse engineer, decompile, disassemble, or derive any part of the source code of the Service Software; or
  - (c) modify, translate, or create derivative works based on the Service Software.
- 3.18 You must install Service Software, other software, upgrades and patches as directed by us (including allowing us to install certain Service Software). If you fail to do so, we may suspend or refuse to support your service.

#### Your Software

- 3.19 You must not use third party applications in connection with the products you receive under these Service Terms which have licence terms and conditions which conflict with or could cause you to breach your Agreement with us or the terms and conditions set out in these Service Terms.

#### Disengagement

- 3.20 On expiry or termination of your Service, you are entitled to repossess your equipment, and all other property of yours which is in our possession, custody or control. Extraction of your data is covered in Section 4 below. You may request our assistance with disengagement of your Service. We will notify you of any additional fees and charges which may apply to disengagement of your Service at the time you request disengagement.

## 4 YOUR INFORMATION

#### Your Data

- 4.1 If we host or store your data as part of your service, you grant us a licence to host or store your data for all purposes required for or related to our provision of products under these Service Terms.
- 4.2 If we do not think that your data meets certain required standards, we may suspend or cancel your products or we may direct you to remove your data or request your authorisation for us to do so on your behalf. Some examples of data that do not meet our standards includes pornographic, offensive or defamatory content.
- 4.3 We may delete your data immediately after the cancellation of your products. 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.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART A – GENERAL

- 4.4 You may extract your data at any time from the Services during the Term but not afterwards.
- 4.5 We will retain the data on your server(s) until the later of:
- (a) you cancelling your Cloud Services product 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 Services product will continue to apply until such time as the Cloud Services product is cancelled.

- 4.6 Notwithstanding any clause to the contrary in your Agreement with us we accept liability for loss of data in connection with your Backup service only where:
- (a) that loss of data is directly attributable to our breach of contract or negligent act or omission; and
  - (b) the data lost is older than the last Recovery Point Objective (RPO) , as defined below.

The amount of any data loss for which we are liable is limited in aggregate to the total amount payable to us for your Cloud Services for 12 months of acquiring the relevant Cloud Services.

#### Privacy

- 4.7 The privacy terms set out in this "Privacy" section apply to the products offered as part of these Service Terms unless we tell you otherwise. We may also include additional or different privacy terms that apply to a particular product under the other Parts of these Service Terms.
- 4.8 We will only process your personal data to provide the Services to you in accordance with the instructions you give us and as set out in the Telstra Privacy Statement and in accordance with these Service Terms.
- 4.9 In order to deliver and support the products you require, you allow us to disclose personal information we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers). In some instances this will involve the transfer of such personal information to a country outside of the country where your information is stored and you consent to this transfer, storage and use of personal information.
- 4.10 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from you and your users and to use, disclose, store and transfer such personal information in accordance with the Telstra Global Privacy Statement (at <http://www.telstraglobal.com/legal> and these special additional privacy terms. You indemnify us against any claim, cost, loss or liability which may arise in connection with your failure to do so.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

### Take Down Notices and Directions

- 4.11 You must promptly notify us if you receive any take-down, service cessation or link deletion notices, or any direction, from any person or regulatory authority, which relates to your hosted content or data stored on our services platform. You must promptly comply with any such notices and directions.
- 4.12 We may immediately disable or suspend access by you or your customers to your hosted content by written notice to you if:
- (a) you fail to comply with, or we receive, any take-down, service cessation or link deletion notices, or direction, from any person or regulatory authority which relates to your hosted content or data or any part of it;
  - (b) we reasonably suspect that your hosted content or any part of it breaches any laws, regulations, determinations or industry codes applicable to your service or your hosted content, or infringes the rights (including intellectual property rights) of any person.

### Intellectual Property

- 4.13 If we provide you with any documents, processes, service configurations or software as part of your 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 purposes required to use the products, services and features you are receiving under these Service Terms.
- 4.14 If you provide us with material relevant to your products, you grant us a non-exclusive, non-transferable licence to use that material for purposes for or relating to the provision of your products, services or features.
- 4.15 You must immediately inform us if you become aware of any infringement or suspected infringement of our intellectual property rights.

### Your Records

- 4.16 You are responsible for ensuring that you comply with all laws or regulations which require you to retain certain records, data and information.

### Virtualisation

- 4.17 Many of the products, services and features provided under these Service Terms are provided through the use of virtualisation technology and you acknowledge and agree that the hardware and software that we use to provide you with your products may be shared with other customers.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

### 5 PRICING

#### Pricing

- 5.1 Where the charges for a specific product are set out in these Service Terms, those charges will apply in relation to your receipt of that product. For all other services, you must pay us the charges as set out in your application form or other agreement with us.
- 5.2 We will commence billing for your products from the date we first activate your products. We will use reasonable endeavours to notify you of the activation date via email, SMS or telephone.
- 5.3 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).
- 5.4 For certain products, your pricing may be based on usage bands. Where your pricing is based on usage bands, you may request that we reduce or increase your usage band in accordance with your application form or other agreement with us. If we agree to reduce your usage band, we may charge you a fee.
- 5.5 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.
- 5.6 For certain products, your application form or other agreement with us may specify a minimum spend as a percentage of the total monthly spend specified for such product. Where a minimum spend is specified, you may reduce your spend to the amount of the minimum spend through reducing your utilisation of the products without incurring a fee. If you reduce your utilisation of Cloud Services products such that the amount payable would otherwise be an amount below the minimum spend, you are still required to pay the minimum spend for that product.
- 5.7 For certain products under these Service Terms which have a minimum term or service schedule, we may charge you an early termination fee if your Cloud Service is cancelled or terminated (other than for our material breach) before the end of the minimum term or service schedule term. The early termination fee will be an amount equal to 50% of your fees and charges multiplied by the number of remaining months in your service schedule term plus any setup fees (if there are any setup fees which you have not already paid). Parts C to E may contain additional specific terms and conditions applicable to the early termination fee.

#### Carbon Costs

- 5.8 If a carbon scheme is introduced which has the effect of causing us to incur or will have the effect of causing us to incur carbon costs in connection with a product we provide to you:
  - (a) we may adjust the charges for that service to take into account those carbon costs by notice to you; and
  - (b) you must reimburse us for any carbon costs incurred by us in respect of that product, prior to the adjustment of the charges above, as notified by us.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

For the purposes of this clause, “carbon scheme” means any law to reduce or limit greenhouse gas emissions or concentrations, including any statutory carbon pollution reduction scheme for the management of greenhouse gas emissions or concentrations. “Carbon costs” means any cost that would not have been incurred by us (whether directly or indirectly) but for the carbon scheme as calculated net of any compensation or tax benefit received under the carbon scheme.

### 6 SERVICE LEVELS

#### General

- 6.1 If there are any inconsistencies between the service level terms set out in this Part A and the service level terms set out in the other Parts of these Service Terms, then the specific service level terms under the other Parts of these Service Terms will prevail to the extent of the inconsistency.

#### What are our Service Levels?

- 6.2 Unless a service level exclusion applies, we aim to meet the service levels for your service. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them.

We offer service levels that are common across all products and for some products, service levels which are specific to a particular product.

- 6.3 Tables 1 and 2 below set out the service levels that are available for each of the products provided under these Service Terms.

**Table 1 – Description of Service Levels for Cloud Infrastructure**

Service Level	Service Level for Cloud Infrastructure
Service Support Coverage Hours	24 hours x 7 days
Service Availability <sup>1</sup>	99.90%
Service Activation	
Minor	5 business days <sup>2</sup>
Standard	20 business days <sup>2</sup>
Major	On Application

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

Service Level	Service Level for Cloud Infrastructure
Service Modification	
Pre-defined Modifications	as set out on the Cloud Services Management Console
Projects	on application
Incident Response Time	
Severity 1	15 minutes
Severity 2	30 minutes
Severity 3	45 minutes <sup>3</sup>
Severity 4	120 minutes <sup>3</sup>
Incident Restore Time	
Severity 1	2 hours
Severity 2	6 hours
Severity 3	8 hours <sup>3</sup>
Severity 4	24 hours <sup>3</sup>

<sup>1</sup> Service Availability is calculated each month and measured on the preceding 12 months in accordance with Table 3 below.

<sup>2</sup> Provided that the request is logged before 1pm on a business day. If the request is logged after 1pm, measurement of Service Activation or Service Modification commences at 9am on the following business day.

<sup>3</sup> We only accept responsibility for a failure to meet this service level if the incident relating to the relevant product is logged between 7am and 7pm on a business day.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

**Table 2 – Description of Service Levels for Tailored Infrastructure**

Service Level	Service Level for Tailored Infrastructure
Service Support Coverage Hours	24 hours x 7 days
Service Availability <sup>1</sup>	
Resilient, Multi-site Disaster Recovery	99.99%
Resilient	99.95%
Partially resilient	99.90%
Non-resilient	99.0%
Hardware Availability <sup>1</sup>	
Single device with RAID, redundant fans and redundant power supplies (including any virtual server loaded on such a device)	99.9%
Single device without redundant components (including any virtual server loaded on such a device)	99.0%
Service Modification	
Priority 1 Service Request	4 hours
Priority 2 Service Request	8 hours
Priority 3 Service Request	24 hours <sup>2</sup>
Priority 4 Service Request	48 hours <sup>2</sup>
All other service modifications	On application
Incident Response Time	
Severity 1	15 minutes
Severity 2	30 minutes
Severity 3	45 minutes <sup>2</sup>
Severity 4	120 minutes <sup>2</sup>

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

Service Level	Service Level for Tailored Infrastructure
Incident Restore Time	
Severity 1	4 hours
Severity 2	8 hours
Severity 3	24 hours <sup>2</sup>
Severity 4	48 hours <sup>2</sup>

<sup>1</sup> Service and Hardware Availability are calculated each month and measured on the preceding 12 months in accordance with Table 3 below.

<sup>2</sup> We only accept responsibility for a failure to meet this service level if the incident relating to the relevant product is logged between 7am and 7pm on a business day.

### Service Level Rebates

6.4 Service level rebates only apply to the:

- (a) Cloud Infrastructure product; and
- (b) Tailored Infrastructure product

provided under Part C (Infrastructure as a Service) of these Service Terms. If we fail to meet the Service Availability service level set out in Tables 1 or 2 above (as applicable) for a product to which service level rebates apply, you may apply for a rebate in accordance with this clause.

6.5 If:

- (a) your service is unavailable due to a problem caused by us and outside any nominated Telstra service window; and
- (b) the total unavailability of your service is greater than allowed under the Service Availability service level which corresponds to your product,

then you may apply for a rebate of five percent (5%) of your monthly service fee for each 30 minute block of unavailability exceeding the threshold contemplated under paragraph (b) above, to a maximum of 100% of your monthly service fee.

6.6 Any rebate will be applied to your Telstra bill (at the end of the billing cycle).

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

### Description of Service Levels

6.7 We have set out a description of the service levels in Table 3 below.

**Table 3: Description of the Service Levels**

Service Level	Description
Hardware Availability	<p>Hardware Availability is expressed by the following ratio (calculated as a percentage):</p> $\frac{\text{Total hours in preceding 12 months} - \text{Scheduled Maintenance Window Time} - \text{Hardware Outage Time}}{\text{Total hours in preceding 12 months} - \text{Scheduled Maintenance Window Time}}$ <p>If you have not been receiving the relevant products provided under these Service Terms for a year, then for the purposes of the Hardware Availability calculation, the total hours in the preceding 12 months, Scheduled Maintenance Window Time and Hardware Outage Time are prorated to reflect the period for which you were provided the relevant products under these Service Terms.</p> <p>The Service Availability and Hardware Availability service levels are mutually exclusive.</p>
Hardware Outage Time	Means unscheduled hardware outage time (including emergency outages).
Incident Response Time	<p>Means the length of time measured from:</p> <p>(a) an alarm being displayed in the Telstra Managed Services Operations Centre; or</p> <p>(b) an incident is logged in our systems as a result of a call or email from you, to the time that we respond to you and advise you of the action planned to resolve the incident.</p>
Incident Restore Time	Means the length of time measured from the time you log an incident with a product you are receiving under these Service Terms to the time that the incident is resolved and the relevant product is restored. You can log an incident at any time.
Priority 1 Service Request	A service request, in our discretion, which if not implemented in a timely manner, would cause a critical part of your service to not be available or working correctly which would result in daily operations being significantly impaired.
Priority 2 Service Request	A service request, in our discretion, which if not implemented in a timely manner, would cause a material part of your service to not be available or working correctly which would result in limited functionality for a significant part of daily operations.
Priority 3 Service Request	A service request, in our discretion, which if not implemented in a timely manner, would cause a material part of your service to not be available or working correctly and which can be tolerated for a short period or there is a workaround available that results in minimal impact to your business.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

Service Level	Description
Priority 4 Service Request	A service request, in our discretion, which has no material impact to the operations of your service.
Scheduled Maintenance Window Time	Means 1am to 3am every Sunday and Wednesday or planned outage time of which we will provide you advice notice, except for the Backup service which is 2.00 pm to 6.00 pm daily, in the location of your Cloud Services product(s).
Service Activation	<p>Means the length of time measured from the time that we confirm your product activation request until the time that the services are operable and available for use.</p> <p>Minor – means a simple activation, which for a hosting service includes activation with a small number of blade servers and virtual machines, no clustering or data migration and only public network activation. For a managed facilities service a minor activation includes a request for additional power (adding equipment to a rack) or connecting an existing data service to an existing rack.</p> <p>Standard – means a standard activation, which for a hosting service includes activation with limited blade servers and virtual machines, no clustering, some data migration, public network and limited private network activation. For a managed facilities service a standard activation includes installing a new rack or upgrading a power feed.</p> <p>Major – means any activation which is not minor or standard.</p> <p>More information on how we define Minor, Standard and Major in relation to the Service Activation service level is set out in the User Guide. We will advise you at the time of your application if your service activation will be Minor, Standard or Major.</p>
Service Availability	<p>Service Availability is expressed by the following ratio (calculated as a percentage):</p> $\frac{\text{Total hours in preceding 12 months} - \text{Scheduled Maintenance Window Time} - \text{Service Outage Time}}{\text{Total hours in preceding 12 months} - \text{Scheduled Maintenance Window Time}}$ <p>If you have not been receiving the relevant products provided under these Service Terms for a year, then for the purposes of the Service Availability calculation, the total hours in the preceding 12 months, Scheduled Maintenance Window Time and Service Outage Time are prorated to reflect the period for which you were provided the relevant products under these Service Terms.</p> <p>The Service Availability and Hardware Availability service levels are mutually exclusive.</p> <p>Resilient, Multi-site Disaster Recovery - means that all devices are resilient (including load balancers, firewalls, storage infrastructure), in a fail-over or active-active configuration and with no single points of failure, with active-active configuration across two data centres.</p> <p>Resilient – means that all devices are resilient (including load balancers, firewalls, storage infrastructure), in a fail-over or active – active configuration and with no single points of failure. Provided that there is sufficient hardware resources, optimised servers are “Resilient”. All utility servers are “Resilient”.</p> <p>Partially resilient – means that most devices are resilient (including load balancers, firewalls, storage infrastructure), in a fail-over or active – active</p>

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

Service Level	Description
	configuration and with no more than one single point of failure. Non-resilient – means more than one single point of failure.
Service Modification	Means the length of time measured from the time that we confirm a service modification request until the time that the services have been modified and are operable and available for use. Pre-defined Modifications – means one or more of the change requests listed on the Cloud Services Management Console Project – means any modification request which is not pre-defined. More information on Service Modification service level is set out in the Responsibility Guide.
Service Outage Time	Means unscheduled outage time (including emergency outages).
Service Support Coverage Hours	Means the time frame that the service desk will be available for you to log incidents and ask for our help.
Severity 1	An incident, in our discretion, which causes a critical part of your service to not be available or working correctly which results in daily operations being significantly impaired.
Severity 2	An incident, in our discretion, which causes a material part of your service to not be available or working correctly which results in limited functionality for a significant part of daily operations.
Severity 3	An incident, in our discretion, which causes a material part of your service to not be available or working correctly which can be tolerated for a short period or there is a workaround available that results in minimal impact to your business.
Severity 4	An incident which we agree to be all other incidents that are not Severity 1, 2 or 3.

### Service Level Exclusions

6.8 We are not responsible for a failure to meet a service level where:

- (a) the failure is caused by you or as a result of your breach of an obligation under these Service Terms, another obligation which is incorporated into these Service Terms by reference or your Agreement with us;
- (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;
- (d) the failure is caused due to the corruption of data as part of a backup;

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART A – GENERAL

- (e) you fail to comply with a request from us to maintain sufficient storage capacity for your virtual disks provided under your Storage feature under Part C (Infrastructure as a Service) of these Service Terms;
  - (f) the failure relates to your operation of an application on our service platform, as part of a service under these Service Terms, which is not version “n-1” or later; or
  - (a) a relocation of your dedicated server which has been notified to you with 14 days’ prior notice.
- 6.9 We may not carry out all requests or rectify all incidents as part of your Service Level Grade. We may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any of the following faults:
- (a) faults resulting from interference caused by you or any person accessing the products you are receiving under these Service Terms using your password or access key or by your invitation;
  - (b) faults caused by:
    - (i) your breach of:
      - (A) our acceptable use policy;
      - (B) the terms and conditions set out in these Service Terms, your application form or other agreement with us;
      - (C) the responsibilities assigned to you in relation to the relevant products under Parts C to E of these Service Terms;
      - (D) any User Guide provided by us for the products provided under these Service Terms; or
      - (E) the Responsibility Guide; or
    - (ii) your negligence or the negligence of any person accessing the products you are receiving under these Service Terms using your password or access key or by your invitation;
  - (c) faults due to wilful damage to the products you are receiving under these Service Terms by you or any person accessing such products using your password or access key or by your invitation;
  - (d) faults as a result of your software being incompatible with a product, service or feature; or
  - (e) faults with your equipment that have not been caused by us.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART A – GENERAL

### Outages

- 6.10 We will endeavour to carry out scheduled maintenance:
- (a) within the Scheduled Maintenance Window Times referred to above;
  - (b) at other times with prior notice from us; or
  - (c) where we need to implement an emergency outage to perform urgent work,
- without affecting your products, services or features. However, your products, services or features may not be available during these periods
- 6.11 If we are required to perform emergency maintenance on our service platform, then we will endeavour to inform you as soon as possible. Your service will not be available during an emergency outage. We aim to provide you with as much notice as possible before an emergency outage.

## 7 SPECIAL MEANINGS

- 7.1 The following words have the following special meanings in this Part A and the other parts of these Service Terms (unless otherwise stated):

**business day** means any day, other than a Saturday, Sunday or recognised public holiday in the city in which your Cloud Service is located.

**business hours** means a business day between 7am to 7pm.

**Recovery Point Objective (RPO)** means the maximum rollback point in time to which your data will be restored during data restoration

- 7.2 Unless otherwise expressly stated, all references to bits or bytes (e.g. MB, GB etc.) in connection with your Cloud Service will have the meanings set out in the International System of Units (or SI) (as defined by the National Institute of Standards and Technology, U.S. Department of Commerce).

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART B - VENDOR TERMS AND CONDITIONS

### CONTENTS

<b>1</b>	<b>ABOUT THIS PART .....</b>	<b>2</b>
<b>2</b>	<b>TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE.....</b>	<b>2</b>
	Definitions .....	2
	Ownership of Software Products .....	2
	Use of Client Software .....	3
	Use of Redistribution Software .....	3
	Copies.....	3
	Limitations on Reverse Engineering, Decompilation and Disassembly .....	3
	No Rental .....	3
	Termination .....	4
	No Warranties, Liabilities or Remedies by Microsoft.....	4
	Product Support .....	4
	Not Fault Tolerant.....	4
	Export Restrictions.....	4
	Liability for Breach.....	4
<b>3</b>	<b>TERMS AND CONDITIONS REGARDING USE OF RED HAT SOFTWARE.....</b>	<b>4</b>
<b>4</b>	<b>TERMS AND CONDITIONS REGARDING USE OF CITRIX SOFTWARE .....</b>	<b>5</b>

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART B - VENDOR TERMS AND CONDITIONS

Certain words are used with the specific meanings set in Part A (General) of the Cloud Services (Infrastructure) Service Terms or in your Agreement with us.

### 1 ABOUT THIS PART

- 1.1 This is Part B (Vendor Terms and Conditions) of the Cloud Services (Infrastructure) Service Terms. Depending on the nature of the products and services you are receiving under these Service Terms, provisions in other parts of the Cloud Services Service Terms, as well as in your Agreement with us may apply.
- 1.2 See section one of Part A (General) for more detail on how the various parts of the Cloud Services section are to be read together.

### 2 TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

- 2.1 This document concerns your use of Microsoft software, which includes computer software provided to you by Telstra as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "software products"). Telstra does not own the software products and the use thereof is subject to certain rights and limitations of which Telstra needs to inform you. Your right to use the software products is subject to your agreement with Telstra, and to your understanding of, compliance with and consent to the following terms and conditions, which Telstra does not have authority to vary, alter or amend.

#### Definitions

**Client Software** means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

All Microsoft software provided in connection with a Cloud Services product (excluding Microsoft Online Services under Part C (T-Suite)) is Client Software.

**Device** means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

**Server Software** means software that provides services or functionality on a computer acting as a server.

**Redistribution Software** means the software described in clause 2.4 ("Use of Redistribution Software") below.

**Telstra** means Telstra Corporation Limited.

#### Ownership of Software Products

- 2.2 The software products are licensed to Telstra from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the software products (and the

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART B - VENDOR TERMS AND CONDITIONS

constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the software products) are owned by Microsoft or its suppliers. The software products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the software products does not transfer any ownership of the software products or any intellectual property rights to you.

### Use of Client Software

- 2.3 You may use the Client Software installed on your devices by Telstra only in accordance with the instructions, and only in connection with the services, provided to you by Telstra. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement which may be presented in electronic form during your use of the Client Software

### Use of Redistribution Software

- 2.4 In connection with the services provided to you by Telstra, you may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). You may not use, modify, copy, and/or distribute any redistribution software unless you expressly agree to and comply with certain additional terms contained in the services provider use rights (“spur”) applicable to Telstra, which terms must be provided to you by Telstra. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Telstra.

### Copies

- 2.5 You may not make any copies of the software products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Telstra; and (b) you may make copies of certain Redistribution Software in accordance with clause 2.4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Telstra, upon notice from Telstra or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the software products.

### Limitations on Reverse Engineering, Decompilation and Disassembly

- 2.6 You may not reverse engineer, decompile, or disassemble the software products, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

### No Rental

- 2.7 You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the software products to any third party, and you may not permit any third party to have access to and/or use the functionality of the software products.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART B - VENDOR TERMS AND CONDITIONS

### Termination

- 2.8 Without prejudice to any other rights, Telstra may terminate your rights to use the software products if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the software products, and destroy all copies of the software products and all of its component parts.

### No Warranties, Liabilities or Remedies by Microsoft

- 2.9 Any warranties, liability for damages and remedies, if any, are provided solely by Telstra and not by Microsoft or its affiliates, subsidiaries or suppliers.

### Product Support

- 2.10 Any product support for the software products is provided to you by Telstra and is not provided by Microsoft or its affiliates, subsidiaries or suppliers. Telstra support is limited to installation, reinstallation and fault resolution for your software products.

### Not Fault Tolerant

- 2.11 The software products may contain technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications in which the failure of the software products could lead to death, personal injury, or severe physical, property or environmental damage.

### Export Restrictions

- 2.12 The software products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the software products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

### Liability for Breach

- 2.13 In addition to any liability you may have to Telstra, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

## 3 TERMS AND CONDITIONS REGARDING USE OF RED HAT SOFTWARE

- 3.1 Depending on the products and services you apply for under this Cloud Services section, we may provide you with software from Red Hat, Inc. You acknowledge that the software is made available and your use of the software is subject to the terms and conditions set out at [http://www.redhat.com/licenses/cloud\\_cssa/](http://www.redhat.com/licenses/cloud_cssa/).

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART B - VENDOR TERMS AND CONDITIONS

### 4 TERMS AND CONDITIONS REGARDING USE OF CITRIX SOFTWARE

- 4.1 Depending on the products and services you apply for under this Cloud Services section, we may provide you with software services using software provided by Citrix Systems Asia Pacific Pty Ltd ("Citrix Software"). You acknowledge that any Citrix Software is made available to you on, and you must comply with, the terms and conditions set out at [http://www.citrix.com/buy/licensing/agreements.html#par\\_title](http://www.citrix.com/buy/licensing/agreements.html#par_title).



# **CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS**

## **PART C - INFRASTRUCTURE AS A SERVICE**

### **CONTENTS**

<b>1</b>	<b>ABOUT THIS PART .....</b>	<b>2</b>
<b>2</b>	<b>GENERAL .....</b>	<b>2</b>
<b>3</b>	<b>CLOUD INFRASTRUCTURE.....</b>	<b>2</b>
<b>4</b>	<b>TAILORED INFRASTRUCTURE .....</b>	<b>3</b>
<b>5</b>	<b>COMPUTE.....</b>	<b>3</b>
<b>6</b>	<b>SECURITY .....</b>	<b>8</b>



# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART C - INFRASTRUCTURE AS A SERVICE

Certain words are used with the specific meanings set out in Part A (General) of these Service Terms or in your Agreement with us.

### 1 ABOUT THIS PART

- 1.1 This is Part C (Infrastructure as a Service) of the Cloud Services (Infrastructure) Service Terms. Depending on the nature of the products and services you are receiving, provisions in other parts of the Cloud Services Service Terms, as well as in your Agreement with us, may apply.
- 1.2 See section one of Part A (General) these Service Terms for more detail on how the various parts of these Service Terms are to be read together.

### 2 GENERAL

- 2.1 As part of your product selection under this Part C (Infrastructure as a Service) of these Service Terms, we do not monitor or manage any of your other services, including any of your other services provided under these Service Terms.
- 2.2 Your options for configuring your Cloud Infrastructure or Tailored Infrastructure product are set out on the Cloud Services portal at <https://cloud.telstra.com/>, or in your application form or other agreement with us.
- 2.3 You are responsible for ensuring that you comply with the licence terms of any software (such as application software or operating system) which you install or use in connection with your Cloud Infrastructure or Tailored Infrastructure product.
- 2.4 You will be given a high degree of control over your Operating System configuration and management. If you configure and manage your Operating System in such a manner that causes disruption to your service and/or deletion of any of your data, 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.

### 3 CLOUD INFRASTRUCTURE

- 3.1 The Cloud Infrastructure product provides you with an allocation of either virtualised, or dedicated and virtualised, infrastructure resources that are located in our managed data centres and delivered as a service with offerings outlined in this section.
- 3.2 You may apply for the following Cloud Infrastructure offering:
  - (a) COMPUTE;
    - (i) Virtual Server (Shared)
    - (ii) Virtual Server (Dedicated)
    - (iii) Managed Virtual Server (Dedicated)



# **CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS**

## **PART C - INFRASTRUCTURE AS A SERVICE**

- 3.3 If you cancel your Cloud Infrastructure product before the end of the term of service set out in your application form or other agreement with us or we cancel your service as a result of your breach, we may charge you an early termination charge as set out in your application form or other agreement with us.

### **4 TAILORED INFRASTRUCTURE**

- 4.1 The Tailored Infrastructure product provides you with dedicated bespoke infrastructure resources that are located in our managed data centres and delivered as a service with offerings outlined in this section.
- 4.2 You may apply for one or more of the following Designed and Customised Hosting offerings:
- (a) COMPUTE;
    - (i) Managed Virtual Server (Dedicated)
    - (ii) Managed Physical Server (Dedicated).
- 4.3 If you cancel your Tailored Infrastructure product before the end of the term of service set out in your application form or other agreement with us or we cancel your service as a result of your breach, we may charge you an early termination charge as set out in your application form or other agreement with us.

### **5 COMPUTE**

- 5.1 This service provides you with dedicated and virtualised infrastructure resources that are located in our managed data centres and delivered as a service.
- 5.2 You may apply for one or more of the following compute offerings:
- (a) Virtual Server (Shared);
  - (b) Virtual Server (Dedicated);
  - (c) Managed Virtual Server (Dedicated);
  - (d) Managed Physical Server (Dedicated).
- 5.3 We do not provide you with physical access to the server infrastructure.

#### Operating Systems

- 5.4 The Operating Systems service includes a choice of pre-packaged operating systems for use with your virtual or physical server(s).
- 5.5 If you have an existing licence to use one of the pre-packaged operating systems which are set out in your application form or other agreement with us, you may use your existing operating system licence provided that you comply with the vendor software licensing terms and your operating system meets any compatibility requirements specified by us from time to time.



# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART C - INFRASTRUCTURE AS A SERVICE

- 5.6 Where you provide your own operating system licence you are responsible for obtaining and maintaining an appropriate licence to use the operating system you provide on our service platform.

### Storage

- 5.7 The Storage service provides you with access to storage capacity on our service platform that can be used by you for various purposes including to store your data and applications.
- 5.8 Your Storage service includes:
- (a) a data repository which may be partitioned into virtual disks for storing application, Operating System and file system data (you may request that we create additional disk partitions and we may charge you a fee); and
  - (b) levels of redundancy within our storage platform.
- 5.9 As part of the process for provisioning your Storage feature, you may have existing data which you wish to migrate onto our storage platform. Should you require assistance in the migration of your data, we will consult with you and provide advice and technical assistance on the migration of your data for an additional charge.
- 5.10 Partitions you create on your data partition are subject to the maximum and minimum partition sizes set out in the User Guide.
- 5.11 Once a disk has been created in your storage repository the storage capacity of the virtual disk cannot be decreased.
- 5.12 If you wish to decrease the storage capacity of a disk, you will need to create another disk which meets your revised storage capacity requirements and then transfer the contents of the original disk to the new disk.
- 5.13 You are responsible for ensuring that all disks provided under the Storage service have sufficient free storage capacity in accordance with the system requirements for the relevant operating system you have selected.

### Backup

- 5.14 The Backup service provides you with a facility to backup and restore your data on servers located in our managed data centres in the event of data corruption or failure.
- 5.15 The type and amount of data that will be backed up and the duration for frequency at which it is kept will depend on your chosen configuration.
- 5.16 We will retain daily copies of file data and operating system data within the data repositories accessed by the servers and configured for backup for the retention periods set out in your application form or other agreement with us.
- 5.17 Except to the extent required by law, we will not retain your backups if you have terminated your service with us.



# **CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS**

## **PART C - INFRASTRUCTURE AS A SERVICE**

- 5.18 The Backup service backs up your operating system data and file data that is not otherwise being accessed at the time of the backup, in accordance with your application form or other agreement with us.
- 5.19 We may not be able to provide you with the Backup service if you make certain changes to your equipment or software. For this reason, we need you to tell us when you make changes that could affect the Backup service so that we can let you know whether your service is likely to be compromised. We cannot guarantee that backups created by the Backup service will be corruption or error free or capable of being restored.
- 5.20 Our Backup service will create backup copies of the application data provided you have requested us to install the software plug-in for the application you wish to be backed up. If you do not request the installation of the appropriate software plug-in, the Backup service will create a data file backup of your application; however your Backup service will not create an application level backup of your application data.
- 5.21 If you require the Backup service to backup your structured application or database data, you are responsible for backing up such data in accordance with any instructions we set out in any relevant User Guides we provide.
- 5.22 In the event that a backup restoration is required, we will aim to restore or reconfigure your equipment and commence the restoration of uploading of data within the Recovery Time Objective up to the Recovery Point Objective (as defined in the service levels section of Part A (General) of the these Service Terms). You are responsible for the recovery of individual files from those backup files.
- 5.23 Our Backup service is designed for data sources where the average daily change rate in a week of backups per server is five percent or lower. If your average daily change rate in a week is greater than five percent you may elect to pay an additional fee (which we will notify you of) or cancel your Backup service.

### Anti-Virus

- 5.24 The Anti-Virus service provides a software based anti-virus capability. Terms applicable to this service are set out in the Security section below.
- 5.25 This service is not available on the Virtual Server (Shared) and Managed Virtual Server (Dedicated) offerings.

### **VIRTUAL SERVER (SHARED)**

- 5.26 The Virtual Server (Shared) offering includes a choice of virtual server configurations to run on our virtualised and multi-tenanted computing infrastructure platform. You may select from various configuration options in accordance with your agreement with us.
- 5.27 We do not provide a facility for you to use accessories or peripheral devices with your server infrastructure. (such as USB attachments or licence key dongles).
- 5.28 Prior to our execution of some service requests (including changes to your CPU and RAM configurations and restoration of storage snapshots) we may request that you power down the relevant virtual server(s). We may be unable to address your service request until you



# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART C - INFRASTRUCTURE AS A SERVICE

have disabled the relevant virtual server(s).

- 5.29 You need to nominate a system administrator to manage your servers and user access to the management console. You may request that we activate additional users or change existing user access privileges to the console.
- 5.30 If your service includes a VPN service, you will be responsible for loading and configuring any VPN software on your equipment.

### Operating Systems

- 5.31 Our service platform does not support customer supplied operating systems for use with the Operating System under the Virtual Server offering and you must select one of our pre-packaged operating systems in accordance with your agreement with us.
- 5.32 If you are not receiving the management service, you are responsible for configuring and monitoring your Operating System and ensuring that your Operating System is up to date by installing updates when the operating system software notifies you that an update is available.

### Storage

- 5.33 Your Storage service includes a facility which enables you to create a single snapshot copy of your data which is stored within our data centre for 24 hours, including your virtual server configuration data and data stored in RAM and on your virtual disks. We retain snapshots within our data centre for 24 hours unless overwritten by another or deleted by you.
- 5.34 The snapshot facility is provided for the purposes of reinstating a point in time snapshot of your server's configuration and data in the event of a service failure and we do not provide the snapshot to you for backup or archival purposes.

### **MANAGED PHYSICAL SERVER (SHARED)**

- 5.35 This service provides dedicated infrastructure which is reserved for your use.
- 5.36 You may select from various base dedicated infrastructure configuration options in accordance with your application form or other agreement with us.
- 5.37 We do not provide you with physical access to the server infrastructure.
- 5.38 We do not provide a facility for you to use accessories or peripheral devices with your server infrastructure. (such as USB attachments or licence key dongles).
- 5.39 Prior to our execution of some service requests (including changes to your CPU and RAM configurations and restoration of backup snapshots) we may request that you power down the relevant virtual or physical server(s). We may be unable to address your service request until you have disabled the relevant virtual or physical server(s).
- 5.40 Your server management service includes:
  - (a) monitoring and management of the infrastructure allocated to you;



# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART C - INFRASTRUCTURE AS A SERVICE

- (b) 24/7 support; and
- (c) patch management with respect to the Operating System and Anti-Virus services. This service is not available on any self managed offerings.

- 5.41 You need to nominate a system administrator to manage your customer portal account. You may request that we activate additional user accounts or change existing user accounts and access privileges for use with the online portal for an additional charge.
- 5.42 If your service includes a VPN service, you will be responsible for loading and configuring any VPN software on your equipment.

### **MANAGED VIRTUAL SERVER (DEDICATED)**

- 5.43 This service provides you with a managed virtual server environment on your physical server infrastructure.
- 5.44 You may request that we create or reduce virtual servers on your behalf, subject to an additional charge.
- 5.45 You may request that we create or reduce the capacity of a virtual disk on your behalf, subject to an additional charge.
- 5.46 Your allocation of CPU and RAM resources to virtual servers may not exceed the total resource capacity purchased by you for your server infrastructure in accordance with your application form or other agreement with us.
- 5.47 You must notify us before you cause one of your virtual servers to restart or reboot or make any changes to the configuration of any applications running on your servers.

### **MANAGED VIRTUAL SERVER (DEDICATED)**

- 5.48 This service provides you with a self managed virtual server environment on your physical server infrastructure. You will have access to a hypervisor management toolset that provides limited access for the purposes of creating and managing your virtual servers.
- 5.49 You may use the hypervisor management toolset to create and configure virtual servers to which you may allocate CPU and RAM resources.
- 5.50 You may use the hypervisor management toolset to create and configure virtual disks.
- 5.51 Your allocation of CPU and RAM resources to virtual servers may not exceed the total resource capacity purchased by you for your server infrastructure in accordance with your application form or other agreement with us.
- 5.52 In the event of an impact to your service through your use of the hypervisor management toolset, we will attempt to help you reinstate your service or recover your data but do not guarantee that we will be able to fully restore your service or data.
- 5.53 You are responsible for sourcing, installing and configuring all end-point security software which you wish to install on your virtual servers (including anti-virus software).



# **CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS**

## **PART C - INFRASTRUCTURE AS A SERVICE**

5.54 The hypervisor management toolset is a sophisticated tool and you are responsible for obtaining adequate training and certification in the use of the hypervisor management toolset we provide.

### **6 SECURITY**

6.1 This service provides you with a secure hosted internet gateway located in our managed data centres.

6.2 You may apply for one or more of the following security services:

- (a) Firewall;
- (b) Intrusion Protection.

The applicable terms and conditions are set out in Part D (Network Service) of these Service Terms.

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART D – NETWORK SERVICES

### CONTENTS

<b>1</b>	<b>ABOUT THIS PART .....</b>	<b>2</b>
<b>2</b>	<b>PUBLIC NETWORK .....</b>	<b>2</b>
	Internet.....	2
<b>3</b>	<b>PRIVATE NETWORK .....</b>	<b>3</b>
	Global WAN services .....	3
<b>4</b>	<b>SECURITY SERVICES.....</b>	<b>3</b>
	Firewall .....	4
	Intrusion Prevention (Network) .....	5
	SSL/IPSEC VPN .....	5
<b>5</b>	<b>SPECIAL MEANINGS .....</b>	<b>5</b>

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART D – NETWORK SERVICES

Certain words are used with the specific meanings set out below or in your Agreement with us.

### 1 ABOUT THIS PART

- 1.1 This is Part D (Network Services) of the Cloud Services (Infrastructure) Service Terms. Depending on the nature of the products and services you are receiving under these Service Terms, provisions in other parts of the Cloud Services Service Terms, as well as in your Agreement with us, may apply.
- 1.2 See section one of Part A (General) of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.3 As part of your product selection under this Part D (Network Services) of the Cloud Services section, we do not monitor or manage any of your other services, including any of your other services provided under the Cloud Services section.

### 2 PUBLIC NETWORK

- 2.1 The Public Network product provides network services required for interoperation with the products set out in Part C (Infrastructure) and includes the data services outlined in this “Public Network” section.

#### Internet

- 2.2 If you apply for a Tailored Infrastructure product, you may acquire a Global Internet Direct service for connection to the internet. The Global Internet Direct (GID) service provides you with internet access over the public network. The terms and conditions applicable to GID are set out in the Global Internet Direct Service Terms.
- 2.3 If you are applying for a Cloud Infrastructure product, internet connectivity is included as a feature of your Cloud Infrastructure product. The service level for your internet connectivity is the same as the Cloud Infrastructure product. Usage charges for internet connectivity are set out in your Agreement.

#### SMTP Mail Relay

- 2.4 The SMTP Mail Relay service for the Public Network product provides you with a dedicated mail relay for use with any mail servers that you operate on our service platform.

#### DOS and DDOS Protection of Telstra Global Cloud Services

- 2.5 In the event of a DOS or DDOS attack directed against a customer service hosted by us, we reserve the right to take any reasonable steps to protect the hosting compute platform. Unless you are able to activate an effective DOS or DDOS mitigation strategy, this may involve *rate limiting* traffic or *blacklisting* the source IP addresses or *black-holing* the affected service (removing it from service).

# CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

## PART D – NETWORK SERVICES

### 3 PRIVATE NETWORK

3.1 The Private Network product provides network services required for interoperation with the products provided under Part C (Infrastructure), and includes the data services outlined in this “Private Network” section.

#### Global WAN services

3.2 You may apply to use the Global WAN IPVPN Service Type, which provides you with Multi Protocol Label Switching (MPLS) based layer 3 IP connectivity between designated access end points at Points of Presence on our IPVPN network. The terms and conditions applicable to the Global WAN IPVPN Service Type are set out in the Global WAN Solutions Service Schedule, together with the Global WAN Solutions IPVPN Service Type Attachment.

#### SMTP Mail Relay

3.3 The SMTP Mail Relay service for the Private Network product provides you with a dedicated mail relay for use with any mail servers that you operate on our service platform.

### 4 SECURITY SERVICES

4.1 The following table sets out the availability of the Security services you can apply for in connection with your Public Network product or Private Network product in this Part D (Network Services). As set out in the table below, the availability of a service will depend on whether you select a Cloud Infrastructure or Tailored Infrastructure product under Part C (Infrastructure).

Service	Feature	Public Network		Private Network	
		Tailored Infrastructure	Cloud Infrastructure	Tailored Infrastructure	Cloud Infrastructure
Firewall	Dedicated	✓	x	✓	x
	Virtual	✓	✓	✓	✓
Intrusion Prevention (Network)	Dedicated	✓	x	✓	x
IPSEC VPN	NA	✓	✓	x	x

✓ Service is available.

x Service is not available.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART D – NETWORK SERVICES

#### Firewall

- 4.2 The Firewall service is a security service which is designed to provide you with functionality to assist you in restricting certain access and traffic into your network.
- 4.3 The Firewall service provides the following features as selected by you in accordance with your application form or other agreement with us, the availability of which may depend on the firewall tier which you select:
- (a) back-up of your configuration data;
  - (b) reporting of traffic volumes, User activity and device performance;.
  - (c) an ability to make policy or configuration changes;
  - (d) data retention / Storage (Logs Files);
  - (e) site to site VPN connections (depending on your platform selection);
  - (f) site to client VPN support;
  - (g) security event monitoring; and
  - (h) threat analysis and intelligence service.
- 4.4 Under the virtual firewall configuration, the features of your service will depend on the service tier that you select.
- 4.5 Under the dedicated firewall configuration, the hardware that we use to provide you with the service will be dedicated to you and the services of your service will depend on the service tier that you select.
- 4.6 The dedicated firewall configuration also includes:
- (a) custom analysis, design and configuration of your dedicated firewalls;
  - (b) management of change requests to your Firewall service;
  - (c) internal web, virus and spam filtering; and
  - (d) access to any additional firewall modules (such as a deep packet inspection module) where these modules are supported by your chosen firewall.
- 4.7 We do not promise that the Firewall service will prevent unauthorised access to your network.
- 4.8 We can only provide the Firewall service for the devices that are managed by us.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART D – NETWORK SERVICES

- 4.9 If you select a dedicated firewall service, we do not guarantee that the additional modules will remove all viruses or correctly identify all viruses, screen or block all spam or correctly identify all spam, block all websites you ask us to block or correctly identify websites that you have requested to be blocked or block all network activity you ask us to block or correctly detect network activity that you deem suspicious.

#### Intrusion Prevention (Network)

- 4.10 This service provides intrusion protection for the public and private networks and comprises:
- (a) attack recognition and response service;
  - (b) notification to you if we become aware of a security threat;
  - (c) automatic escalation process for known threats and vulnerabilities; and
  - (d) monitoring of traffic and uptime when an unauthorised intrusion has occurred.
- 4.11 We cannot guarantee that the Intrusion Protection service will:
- (a) detect all spam or viruses;
  - (b) not incorrectly identify some legitimate email messages as spam;
  - (c) function for email messages which you have not routed in the way we tell you; and
  - (d) prevent intrusions, viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines.

#### SSL/IPSEC VPN

- 4.12 IPSEC VPN allows you to access your shared or dedicated servers over the Public Network via your Dedicated Gateway service using IPSEC tunneling technology.
- 4.13 SSL VPN allows you to access your shared or dedicated servers over the Public Network via your Dedicated Gateway service using SSL tunneling technology.
- 4.14 We do not promise that the SSL/IPSEC VPN service will prevent or detect all unauthorised access to your network.

### 5 SPECIAL MEANINGS

The following words have the following special meanings:

**Spam** means unsolicited commercial email.

**User** means a person or mailbox on behalf of which email is being scanned by the relevant Internet Protection service.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART D – NETWORK SERVICES

**Virus** means a piece of program code, including a self-replicating element, usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable event and which is designed so that it may infect other computer systems.

**CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS**

**PART E – COMPLIANCE**

**CONTENTS**

<b>1</b>	<b>ABOUT THIS PART .....</b>	<b>2</b>
<b>2</b>	<b>COMPLIANCE WITH STANDARDS GENERALLY .....</b>	<b>2</b>
	Nature of compliance .....	2
	Charges.....	2
	Audit.....	3
<b>3</b>	<b>COMPLIANCE WITH TECHNOLOGY INDUSTRY STANDARDS .....</b>	<b>3</b>
	Amendments to Technology Industry Standards .....	4
<b>4</b>	<b>COMPLIANCE WITH CUSTOMER INDUSTRY STANDARDS .....</b>	<b>4</b>
	Compliance with Payment Card Industry (PCI) Data Security Standards .....	5
	Compliance with Prudential Standard APS 231 and Prudential Standard GPS 231.....	6
	Amendments to Customer Industry Standards.....	7
<b>5</b>	<b>SUPPLIER ACCREDITATIONS .....</b>	<b>7</b>
<b>6</b>	<b>SPECIAL MEANINGS .....</b>	<b>8</b>

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART E – COMPLIANCE

Certain words are used with the specific meanings set in Part A (General) of the Service Terms or in your Agreement with us..

#### 1 ABOUT THIS PART

- 1.1 This is Part E (Compliance) of the Cloud Services (Infrastructure) Service Terms. Depending on the nature of the products and services you are receiving under these Service Terms, provisions in other parts of the Cloud Services (Infrastructure) Service Terms, as well as in your Agreement with us, may apply.
- 1.2 See section one of Part A (General) of the Cloud Services (Infrastructure) Service Terms for more detail on how the various parts are to be read together.

#### 2 COMPLIANCE WITH STANDARDS GENERALLY

##### Nature of compliance

- 2.1 In our agreement with you, we may agree to comply with particular Standards in accordance with this Part E, to the extent those Standards are applicable to the relevant products and services you receive.
- 2.2 These Standards may be:
  - (a) Technology Industry Standards, which we may agree to comply with in the provision of certain relevant products and services provided to you in accordance with section 3; or
  - (b) Customer Industry Standards, which are standards with which you may be required to comply, and in respect of which we agree to comply with particular aspects of those Standards in our provision of certain services to you in accordance with section 4.
- 2.3 We will determine, at our sole discretion, the method(s) by which we comply with the Standards. The method(s) by which we comply with the Standards may change at any time.
- 2.4 We are not responsible for compliance with any obligation under a Standard with which you solely must comply.
- 2.5 We may cease to comply with the Standards in relation to your services at any time, unless otherwise agreed.

##### Charges

- 2.6 If we agree to comply with any of the Technology Industry Standards in accordance with section 3 with respect to the provision of services to you, we will not charge an additional amount for our compliance.
- 2.7 If we agree to comply with any of the Customer Industry Standards in accordance with section 4, we may charge an additional amount for our compliance as set out in our agreement with you or in the application form you sign and submit to us.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART E – COMPLIANCE

#### Audit

- 2.8 We acknowledge that from time to time you may be required to, or may wish to, audit the extent to which we are complying with any agreed Standards with respect to our provision of the agreed services to you.
- 2.9 Subject to you paying our reasonable expenses, and as long as there is no risk to, or detrimental impact upon, our security, privacy, OH&S or confidentiality requirements or any of our customers (including you), you may have your internal auditor, or an independent external auditor who is not our competitor (including a representative of the organisation administering the relevant Standard), audit our performance in providing the relevant products and services to you in accordance with the agreed Standards.
- 2.10 On receiving reasonable notice from you of a request to audit, we will:
- (a) permit the auditor access, including pre-arranged on-site inspection of the relevant products and services performed by us;
  - (b) provided information requested by the auditor, acting reasonably, considered necessary in order to satisfy themselves of our compliance with the applicable Standard; and
  - (c) allow the auditor to inspect such information held by us as the auditor, acting reasonably, considers necessary in order to satisfy themselves of the adequacy of our compliance with the applicable Standard,

subject to compliance by the auditor with our standard site requirements (including as to security, privacy, OH&S and confidentiality). For the avoidance of doubt, the intention of this clause is to provide the auditor with the same rights as you, but not more.

- 2.11 We may have our internal auditor or other representative(s) present at an audit.
- 2.12 Any access and information provided to the auditor is subject to compliance by the auditor with our standard requirements (including as to security, privacy, OH&S and confidentiality).
- 2.13 You may request no more than one audit per calendar year.

### 3 COMPLIANCE WITH TECHNOLOGY INDUSTRY STANDARDS

- 3.1 Table 1 below sets out the Technology Industry Standards with which we may agree to comply, the scope of our compliance and the relevant products and services to which that compliance relates.
- 3.2 If, and to the extent, we agree, we will comply with the standards in Table 1 for the relevant products and services you receive.

## CLLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART E – COMPLIANCE

Table 1 (“Technology Industry Standards”)

TIS	Scope of TIS	Applicable services	Location	Validity
ISO 27001	Data Security	Infrastructure as a Service	St Leonards Data Centre (Sydney) Pitt St Data Centre (Sydney) Exhibition St Data Centre (Melbourne) Clayton Data Centre (Melbourne)	Number MEL6013548 issued on 16 Apr 2012
ASIO T4 Protective Security	Data Centre	Managed Facilities	Deakin Data Centre (Canberra)	Number eA1028938 issued on 22 Feb 2007
DSD/I-RAP	Government Data Centre Internet Gateway	Government Data Centre Internet Gateway	Deakin Data Centre (Canberra)	Issued Nov 2011

#### Amendments to Technology Industry Standards

3.3 Where we have agreed to comply with a Technology Industry Standard and that standard is re-issued or varied:

- (a) if we decide to comply with the re-issued or varied standard, we agree we will bear the costs of compliance with the re-issued or varied standard; and
- (b) if you request that we comply with the re-issued or varied standard earlier than the time we intend to do so or in circumstances where we were not going to comply, we may charge you an additional amount for our compliance with the re-issued or varied standard at that earlier time.

#### 4 COMPLIANCE WITH CUSTOMER INDUSTRY STANDARDS

4.1 The following are Customer Industry Standards:

- (a) Payment Card Industry (PCI) Data Security Standards (Number PCI DSS v2.0 issued on 28 Oct 2010);
- (b) Prudential Standard APS 231 – Outsourcing (Number APS 231 issued on Oct-2006); and
- (c) Prudential Standard CPS 231 – Outsourcing (Number CPS 231 issued on July 2011), (“Customer Industry Standards”).

## CLoud SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART E – COMPLIANCE

- 4.2 Where applicable, you are responsible for compliance with the Customer Industry Standards.
- 4.3 If we agree, we will comply with specified obligations under the Customer Industry Standards, as identified below or as agreed between you and us, to enable you to comply with a Customer Industry Standard.
- 4.4 You acknowledge that our agreement to supply certain relevant products or services in accordance with any of the Standards does not guarantee end-to-end compliance with those Standards, and we do not and cannot assume your compliance obligations under all or any of the Standards.

#### Compliance with Payment Card Industry (PCI) Data Security Standards

- 4.5 Under the Payment Card Industry Data Security Standards, unless we otherwise agree, we are each respectively responsible for complying with the obligations as set out in Table 2:

Table 2 (“PCI Obligations”)

Obligations	Responsibilities
Requirement 1: Install and maintain a firewall configuration to protect cardholder data	You
Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters	You
Requirement 3: Protect stored cardholder data	You
Requirement 4: Encrypt transmission of cardholder data across open, public network	You
Requirement 5: Use and regularly update anti-virus software or programs	You
Requirement 6: Develop and maintain secure systems and applications	You
Requirement 7: Restrict access to cardholder data by business need-to-know	Us (in relation to our premises only)

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART E – COMPLIANCE

Obligations	Responsibilities
Requirement 8: Assign a unique ID to each person with computer access	You
Requirement 9: Restrict physical access to cardholder data	Us (excluding 9.6 - 9.7.2 and 9.9.1 - 9.10.2)
Requirement 10: Track and monitor all access to network resources and cardholder data	You
Requirement 11: Regularly test security systems and processes	You
Requirement 12: Maintain a policy that addresses information security for employees and contractors	Us (12.2, 12.5.3 - 12.5.4, 12.9.2 - 12.9.6 only)

#### Compliance with Prudential Standard APS 231 and Prudential Standard GPS 231

4.6 In relation to APS 231 or GPS 231 (as applicable to you), if, and to the extent, we agree, we will comply with the following obligations.

##### Subcontracting

4.7 If we subcontract any part of the services to a third party, we agree that we remain responsible for the provision of the service including for liability for any failure on the part of the subcontractor.

##### Insurance

4.8 We agree to maintain Public Liability and Professional Indemnity insurance (or otherwise maintain adequate self insurance arrangements) to a value of at least twenty million Australian dollars (A\$20,000,000) and upon your reasonable request will provide a certificate of currency (if applicable) in respect of applicable insurance policies held by us relating to the provision of the service.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART E – COMPLIANCE

#### Regulatory Authority Access

- 4.9 We acknowledge and agree that, subject to you paying our reasonable expenses, representatives of a Regulatory Authority, on reasonable written notice, may be permitted to:
- (a) request access to us and that such access will not be unreasonably withheld; and
  - (b) pre-arrange on site inspections if the Regulatory Authority considers this necessary in its role as regulator or prudential supervisor and we will not disclose or advertise that the Regulatory Authority has conducted such visits, except as necessary to coordinate with other institutions regulated by the Regulatory Authority which are our existing clients or customers; and/or
  - (c) request any information the Regulatory Authority, acting reasonably, considers necessary to satisfy itself as to the adequacy of the risk management systems used by us; and/or
  - (d) to inspect such information held by us as the Regulatory Authority, acting reasonably, considers necessary in order to satisfy themselves of the adequacy of our risk management systems.
- 4.10 You agree to take reasonable steps to ensure that the Regulatory Authority will comply with our standard requirements (including as to security, privacy, OH&S and confidentiality) when exercising any of its rights set out in clause 4.9 above.

#### **Amendments to Customer Industry Standards**

- 4.11 Where a Customer Industry Standards is re-issued or varied and we have agreed to comply with specified obligations under that standard, we will continue to comply with those obligations only, unless we otherwise agree.
- 4.12 We may charge an additional amount for our compliance with additional or varied obligations to enable you to comply with re-issued or varied Customer Industry Standards.

### **5 SUPPLIER ACCREDITATIONS**

- 5.1 A list of the current suppliers for which we are accredited can be provided upon request.
- 5.2 We will determine at our sole discretion the supplier accreditations which we will obtain or maintain.
- 5.3 Our supplier accreditations are subject to change without notice.
- 5.4 We may charge an additional amount for agreeing to obtain or maintain any supplier accreditation as set out in our agreement with you or in the application form you sign and submit to us.
- 5.5 Upon receiving a written request from you, we will provide you with evidence, that we hold the relevant accreditation.

## CLOUD SERVICES (INFRASTRUCTURE) – SERVICE TERMS

### PART E – COMPLIANCE

#### 6 SPECIAL MEANINGS

**Agreement** means your customer services agreement with us.

**Customer Industry Standards** means the standards identified in section 4.1 of this Part E (Compliance) of the Cloud Services (Infrastructure) Service Terms.

**Standards** means one or more of the Technology Industry Standards and the Customer Industry Standards as the context requires.

**Technology Industry Standards** means the standards identified in Table 1 in section 3 of this Part E (Compliance) of the Cloud Services (Infrastructure) Service Terms.