

OUR CUSTOMER TERMS TELSTRA MOBILES SECTION PART L – INSTALLATION, SET-UP AND DESIGN SERVICES

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OUR CUSTOMER TERMS

TELSTRA MOBILES SECTION

PART L – INSTALLATION, SET-UP AND DESIGN SERVICES

Certain words are used with the specific meanings set out in the General Terms of Our Customer Terms at http://www.telstra.com.au/customerterms/bus_government.htm

1 ABOUT THIS PART

- 1.1 This is Part L – Installation, Set-up and Design Services section of Our Customer Terms. Unless you have entered into a separate agreement with us which excludes them, the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> may also apply to the services provided under this section.

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

2 PROFESSIONAL SERVICES

- 2.1 We supply a range of professional services as described on your application form, which may include for example, consultation, migration, transitional and managed services, setup, configuration and support and basic training services.
- 2.2 The service descriptions, any fees and charges, and the applicable terms and conditions for the specific Professional Services will be set out in the relevant application form.
- 2.3 To request the professional services you need to complete the relevant application form.

3 ELIGIBILITY

- 3.1 To be eligible to receive the Professional Services you must:
- (a) have an ABN or ACN or ARBN; and
 - (b) have purchased mobile business application licence(s) from us (including ArisAPP, Canvas and GeoOp) through T-Suite or otherwise; or
 - (c) otherwise be approved by Telstra.

4 FEES AND CHARGES

- 4.1 Unless otherwise stated, all fees and charges set out in your application form are:
- (a) denominated in Australian dollars (\$AUD); and
 - (b) GST inclusive.
- 4.2 You must pay us the fees in the amounts and at the times set out in your application form.

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- 4.3 You must also reimburse us for out-of-pocket expenses reasonably and actually incurred by us in performing the Professional Services, provided that we:
- (a) first obtain verbal approval for each expense from you; and
 - (b) produce a valid invoice or receipt when claiming the expense.
- 4.4 Subject to the terms and conditions set out in Our Customer Terms Telstra Business All-4-Biz plans (<http://www.telstra.com.au/customer-terms/download/document/bus-all4biz-plans.pdf>) eligible customers who have an All-4-Biz Loyalty Bonus may use their All-4-Biz Loyalty Bonus towards fees and charges for the Professional Services.

5 WARRANTY

- 5.1 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms:
- (a) we aim to, but cannot guarantee that any deliverables will be free from defects or errors; and
 - (b) we cannot guarantee that the Professional Services will produce particular results or outcomes for you.
- 5.2 If your application form sets out a warranty period for a deliverable, then we will correct any material defect in the deliverable which is notified to us during the warranty period. Nothing in this clause affects any rights you may otherwise have under any law or elsewhere in these terms to have defects corrected.
- 5.3 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not accept responsibility or liability for defects in the deliverables or Professional Services which result from your inputs and/or materials or which are caused by misuse of or intentional damage to the deliverables or Professional Service (other than by us).

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 As between you and us, we retain all intellectual property rights in and to our material which we incorporate into your Professional Services and any material we develop for you in carrying out the Professional Services.
- 6.2 Unless otherwise set out in your application form, we grant to you a perpetual, non-exclusive, non-sub-licensable and non-transferable license in Australia to use, adapt and reproduce solely for you internal business purposes our material which is incorporated into a Service and any material we develop for you in carrying out the Professional Services.
- 6.3 Unless otherwise set out in your application form, the Professional Services and deliverables are provided for your benefit only. You must not use them for a third party's benefit or allow a third party to use them.

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7 GENERAL

Confidentiality

- 7.1 Each of us will treat confidential information all information provided by the other relating to the provision of the Professional Services including:
- (a) your application form; and
 - (b) technical, operational, billing, pricing and commercial information in relation to the supply of the Professional Services.
- 7.2 Neither of us will disclose the other's confidential information to any person except:
- (a) to our respective employees, lawyers, accountants and sub-contractors on a 'need-to-know' basis provided that those persons first agree to observe the confidentiality required under these terms;
 - (b) with the other's prior written consent;
 - (c) if required by law, any regulatory authority or stock exchange; or
 - (d) if it is in the public domain.

Privacy

- 7.3 We collect, use and disclose personal information as set in our "Protecting Your Privacy" Statement. The current version of our Privacy Statement is available at www.telstra.com.

Our personnel

- 7.4 Where our personnel perform the Professional Services at your premises, you will ensure that your premises comply with all applicable health, safety, environment and community laws and regulations.
- 7.5 You will obtain any consents and fund any site access and induction fees necessary to enable our personnel to access your premises for the purposes of providing the Professional Services.

Responsibility for your inputs

- 7.6 You are responsible for any loss, damage, liability, costs or expenses (**Loss**) incurred by us and that arise naturally (that is, according to the usual course of things) as a result of a claim by a third party against us that any inputs or material provided by you or its use by us in accordance with your Professional Services infringes the intellectual property rights of any person, except to the extent the claim is caused or contributed to by us. We will also take reasonable steps to mitigate our Losses incurred as a result of such a claim.