

OUR CUSTOMER TERMS CLOUD SERVICES – CLOUD COST OPTIMISATION

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OUR CUSTOMER TERMS CLOUD SERVICES – CLOUD COST OPTIMISATION

1 APPLICABLE TERMS

1.1 In addition to this Cloud Cost Optimisation section of Our Customer Terms, unless we agree otherwise in writing, the following terms also apply:

- (a) General Terms of Our Customer Terms (see <http://www.telstra.com.au/customer-terms/business-government/index.htm>);
- (b) General Terms of the Cloud Services section of Our Customer Terms (see <https://www.telstra.com.au/customer-terms/business-government#cloud-services>); and
- (c) other parts of the Cloud Services section of Our Customer Terms, depending on the nature of the products and services that you receive from us.

For an explanation of the interrelationship between the various sections of Our Customer Terms see clause 1 of the General Terms of the Cloud Services section of Our Customer Terms at the link above.

2 WHAT IS CLOUD COST OPTIMISATION?

2.1 The Cloud Cost Optimisation service aims to assist you to reduce both the current and ongoing costs of your Eligible Telstra Cloud Service, and includes the following:

- (a) an analysis by our team of experts of relevant data from your Cloud Management Platform or Telstra Cloud service in respect of your spend on your Eligible Telstra Cloud Service;
- (b) the supply of a report setting out our recommendations aiming to assist you to reduce your current and ongoing cloud costs, based on the analysis of data mentioned above; and
- (c) a 1-hour session (during business hours) to take you through the report and our recommendations, over the phone or through WebEx,

(the “**Cloud Cost Optimisation**” service).

3 ELIGIBILITY AND LIMITATIONS

3.1 To be able to receive the Cloud Cost Optimisation service, you must

- (a) have a valid ABN or ACN;
- (b) be based in Australia;
- (c) have a Cloud Management Platform or a Telstra Cloud Sight service with us; and
- (d) have a Amazon Web Services (AWS) cloud service with us (**Eligible Telstra Cloud Service**).

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- 3.2 You acknowledge that the Cost Optimisation Service, including the report and any associated recommendations:
- (a) is based on the data available for your Eligible Telstra Cloud Service at the time it is collected from your Cloud Management Platform or Cloud Sight service;
 - (b) contain details of your spend on your Eligible Telstra Cloud Service which are estimates only, and therefore may be incomplete, not take into account or reflect your actual spend or all options, discounts or the actual price you pay for your Eligible Telstra Cloud Service; and
 - (c) does not include any warranty, representation or guarantee that it will result in any direct or indirect cost saving.

4 YOUR TASKS AND OBLIGATIONS

- 4.1 To enable us to provide the Cloud Cost Optimisation service to you, you must:
- (a) comply with all of our reasonable directions, instructions and requests in relation to the Cloud Cost Optimisation service;
 - (b) provide us with information we reasonably require to provide the Cloud Cost Optimisation service to you, including any information required by us to:
 - (i) obtain read-only access to the data required for us to carry out the Cloud Optimisation Services; and
 - (ii) provide us with visibility of your spend and use of your Eligible Telstra Cloud Service via your Cloud Management Platform or Cloud Sight Services.
- 4.2 You acknowledge and agree that we will have read-only access to your Eligible Telstra Cloud Service and either your Cloud Management Platform or Cloud Sight services so that we can, without limitation, collect information and data related to:
- (a) the cost and your spend on your Eligible Telstra Cloud Service; and
 - (b) your use of your Eligible Telstra Cloud Service,
- in order for us to provide the Cloud Cost Optimisation Services.

5 CHARGES

The relevant fees and charges for your Cloud Cost Optimisation service are set out in the Pricing Guide (available at:

<https://www.telstra.com.au/content/dam/tcom/business-enterprise/cloud-services/pdf/cost-optimisation/price-guide.pdf>).

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We will invoice you for the applicable fees and charges at the end of the billing cycle during which you purchase the Cloud Cost Optimisation service from us.

6 TERM

The Cloud Cost Optimisation service is a punctual and one-off service. The agreement between you and us in relation to your Cloud Cost Optimisation service will automatically end once we have provided the service to you have you have paid all applicable fees and charges.