

OUR CUSTOMER TERMS CLOUD SERVICES – TELSTRA CLOUD SIGHT

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1 APPLICABLE TERMS

- 1.1 In addition to this Telstra Cloud Sight section of Our Customer Terms, unless we agree otherwise, the following terms also apply:
- (a) General Terms of Our Customer Terms (see <http://www.telstra.com.au/customer-terms/business-government/index.htm>); and
 - (b) General Terms of the Cloud Services section (see <https://www.telstra.com.au/customer-terms/business-government#cloud-services>); and
 - (c) other parts of the Cloud Services section, 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 at the link above.

2 WHAT IS TELSTRA CLOUD SIGHT?

Overview

- 2.1 The Telstra Cloud Sight platform is a web based managed cloud portal that enables you to manage one or more of the following cloud services ("**Eligible Cloud Services**"):
- (a) Amazon Web Services (AWS).
- 2.2 To use the Telstra Cloud Sight platform, you also need to have an account for the Cloud Management Platform powered by Rightscale.
- 2.3 Further details of the Telstra Cloud Sight Platform are set out in the Features Description guide (see <https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-feature-description.pdf>). The specifications for the Telstra Cloud Sight platform may vary from time to time.

Network

- 2.4 The Telstra Cloud Sight platform is delivered over the internet. Therefore, performance will be depend on your network connection and computer configuration.

Registration and Ordering Process

- 2.5 Once we have received your signed application form, we will provide you with an invitation to the Telstra Cloud Sight platform, through which you will get access to the Telstra Cloud Sight platform and the ability add users (each an "**Authorised User**"). Each Authorised User can be assigned one of three basic roles, please refer to the Telstra Cloud Sight User Guide (see

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<https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-user-guide.pdf>) for further information on the roles you can assign to your Authorised Users.

- 2.6 Each person that you register on the Telstra Cloud Sight platform as a Service Administrator will be able to place orders for Telstra Cloud Sight tiers on your behalf. You will be deemed to have authorised your Service Administrator to place orders with us. You agree to be bound by any order placed by a Service Administrator.
- 2.7 Your order must contain the ordering information that we request. The information that you provide must be accurate and complete. This information may include configuration information. You agree to promptly advise us of any changes to your information so that it remains true, accurate, up to date and complete. If the information you provide us with is inaccurate or not complete, the Telstra Cloud Sight platform may not work properly (or at all).

3 TELSTRA CLOUD SIGHT TIERS

- 3.1 Within the Telstra Cloud Sight platform you can choose from a range of tiers of service each of which comprises a number of features. Tiers can be added on a cloud account by cloud account basis.
- 3.2 Telstra Cloud Sight Essential is the mandatory base tier to which add-on tiers, such as Telstra Cloud Sight Compliance, can be added.
- 3.3 Details of the features included in each tier is set out in the Features Description guide (see <https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-feature-description.pdf>).
- 3.4 You may change tiers at any time, save that you cannot remove Telstra Cloud Sight Essentials.

4 TELSTRA CLOUD SIGHT FEATURES

Budget and Forecast Controls

- 4.1 The Telstra Cloud Sight platform is designed to allow you to set budgets and see forecasted spend for your Eligible Cloud Services accounts ("**Budgets**" and "**Forecasts**"). These Budgets and Forecasts are based on:
 - (a) publicly available information; and
 - (b) the fee information for the Eligible Cloud Services that you choose to manage through the Telstra Cloud Sight platform and that may be obtained from your relevant Eligible Cloud Services bill or from the Eligible Cloud Services provider.
- 4.2 You acknowledge that Forecasts:
 - (a) may not be accurate or complete;

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- (b) may be in another currency and require you to convert the Forecast to Australian dollars, which will introduce variability due to currency fluctuations;
- (c) may not take into account all options and discounts;
- (d) may not take into account the specifics of your agreed pricing with us or third parties for the Eligible Cloud Services (although you may be able to apply mark-ups or mark-downs within the Telstra Cloud Sight platform to adjust the standard pricing);
- (e) may not reflect the actual price at which you may be able to purchase the Eligible Cloud Service(s) (whether from us or another supplier); and
- (f) may change from time to time.

4.3 You acknowledge that we make no warranties or representations as to the accuracy or completeness of the Budgets and Forecasts.

Compliance blueprints and readiness reports

4.4 The compliance feature enables you to:

- (a) use automated blueprints to build compliance architectures for your Eligible Cloud Services accounts based on industry standards such as PCI-DSS and HIPAA; and
- (b) receive readiness reports which provide test results for your Eligible Cloud Services against select security requirements within specific regulations such as the General Data Protection Regulation (GDPR).

4.5 You acknowledge that:

- (a) a blueprint and readiness report only contains a limited subset of the total number of controls within a specific compliance standard or regulation relevant to your Eligible Cloud Services account;
- (b) the blueprint and readiness report does not address broader architectural build (e.g. connectivity) or processes and systems outside of your Eligible Cloud Services account;
- (c) we do not guarantee end-to-end compliance with the industry standard or regulation and we do not and cannot assume your compliance obligations under all or any of the industry standards or regulations;
- (d) you remain responsible for your overall compliance with the applicable industry standards and regulations; and
- (e) the blueprint and readiness report does not provide you with a certificate of compliance for the limited controls it supports.

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- 4.6 Once you have applied a compliance blueprint to an Eligible Cloud Service account, you cannot subsequently change to another blueprint or remove the blueprint. You will still be able to make configuration changes to the architecture of your Eligible Cloud Service within the console for that Eligible Cloud Service, but this may cause alerts within your Telstra Cloud Sight account.

5 ACCESS TO TELSTRA CLOUD SIGHT

Robot Account

- 5.1 You acknowledge and agree that we will maintain access to the Telstra Cloud Sight platform through a robot account (**Robot Account**) so that we can, without limitation:
- (a) collect information concerning and around your usage of the Telstra Cloud Sight platform; and
 - (b) manage your Telstra Cloud Sight and your Eligible Cloud Services service to the extent required.
- 5.2 If you delete or disable the Robot Account, you may lose some or all of the Telstra Cloud Sight platform functionalities and prevent appropriate support for the Telstra Cloud Sight platform. We reserve the right to reinstate the Robot Account at our sole discretion.

Data collection

- 5.3 You acknowledge and agree that we aim to capture metrics on your use of the Telstra Cloud Sight platform and your Eligible Cloud Services. These metrics may be used, without limitation, to enable accurate billing, improvements in service delivery, and targeted sales. The metering information will include, without limitation:
- (a) usage of your Eligible Cloud Services; and
 - (b) operating systems on your Eligible Cloud Services.

Control policies

- 5.4 You must ensure that:
- (a) each individual Authorised User has a unique, personal identifier ("**Domain ID**" and user name) and password that can be used within the Telstra Cloud Sight platform to refer to that particular Authorised User;
 - (b) each personal identifier must not be used by another person or re-used for another person;
 - (c) you comply with all directions and processes given by us that are, in our opinion, necessary to minimise unauthorised access to the Telstra Cloud Sight platform.

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Access and use

- 5.5 You must only access and use the Telstra Cloud Sight platform in accordance with this Telstra Cloud Sight platform section.
- 5.6 You must:
- (a) ensure, for any Eligible Cloud Service accounts linked to your Telstra Cloud Sight platform account, that you have permission from the owner of the Eligible Cloud Service accounts to view and manage their Eligible Cloud Service accounts;
 - (b) actively monitor usage of the Telstra Cloud Sight platform to ensure full enforcement and compliance of this Telstra Cloud Sight platform section by your Authorised Users;
 - (c) ensure all Authorised Users who are involved in a breach of this Telstra Cloud Sight platform section lose their status immediately as Authorised Users and you notify us immediately in writing of such change; and
 - (d) where a person stops being an Authorised User or a Support Partner, immediately terminate all or part of that person's access rights as appropriate and notifying us of that change.

6 SUPPORT PARTNERS

- 6.1 If you or one of your Authorised Users chose to give an authorised Telstra dealer or partner ("**Support Partner**") access to the Telstra Cloud Sight platform to perform the functions on your behalf, they will also be considered one of your Authorised Users.
- 6.2 By making a Support Partner one of your Authorised Users, you are granting that Support Partner full administrative rights to your Telstra Cloud Sight account and underlying services (such as Dome9 and the Cloud Management Platform) for the purpose of managing Telstra Cloud Sight services in accordance with your instructions and subject to this Telstra Cloud Sight section ("**Support Partner Services**"). Support Partner Services include authorising your Support Partner, at your request, to perform any administrative function within the Telstra Cloud Sight platform that you or your Authorised Users are authorised to perform under this Telstra Cloud Sight section.
- 6.3 Support Partner Services are provided at the discretion of the Support Partner and we do not guarantee that:
- (a) you will receive written confirmation of your request; or
 - (b) that your request will be dealt with within a certain timeframe; or
 - (c) that Support Partner Services will be provided at specific times requested by you.
- 6.4 You are responsible for ensuring that any requests to Support Partners are

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made by Authorised Users who have your authority to do so and that all such persons comply with this Telstra Cloud Sight section.

- 6.5 When accessing the Telstra Cloud Sight platform on your behalf, you acknowledge that Support Partners may have access to any personal information contained or collected through the Telstra Cloud Sight platform.
- 6.6 You may have non-excludable rights under consumer protection laws in relation to the Support Partner Services. Subject to any non-excludable rights:
- (a) the Support Partner Services are provided on an "as is" basis, without warranties of any kind (including, those that would otherwise be implied by law); and
 - (b) we do not warrant that your use of the Support Partner Services will be secure or error free or that your Support Partner will meet your requirements;
 - (c) we make no representations about the suitability, reliability, availability or timeliness of the Support Partner Services.
- 6.7 If you're entitled to rely on any condition or guarantee as a non-excludable right under consumer protection laws, then to the full extent permitted by law our liability for breach of the condition or guarantee is limited to the supply of the Support Partner Services again.
- 6.8 Your use of a Support Partner does not in any circumstances create an employer/employee relationship, agency arrangement or partnership between you and us or you and the Support Partner.
- 6.9 We are not liable for any act or omission of a Support Partner, unsolicited purchases, changes in subscriptions or service cancellations made by the Support Partner on your behalf, and you indemnify us against all claims arising out of your use of the Support Partner Services, unless and to the extent that the claim arises out of our breach of contract, or our negligent act or omission.
- 6.10 To the extent permitted by law, we are not liable for any loss or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with your appointment of a Support Partner to manage your Telstra Cloud Sight platform account.

7 PRICING

Pricing

- 7.1 Pricing is modular and applied on a per cloud account by cloud account basis according to the tiers utilised by an Eligible Cloud Service account. You acknowledge that each tier is independently metered and charged.
- 7.2 You acknowledge and agree that each month you shall be billed based on a percentage of your Cloud Spend for each tier. The applicable percentages are as set out in the Pricing Guide (see

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<https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-pricing-guide.pdf>). Billing is in arrears.

- 7.3 You acknowledge and agree that certain Telstra Cloud Sight features may incur additional charges on your Eligible Cloud Service as we have to stand up the feature within your Eligible Cloud Service account. Please refer to the Pricing Guide for more information on which features may incur additional charges.
- 7.4 You are responsible for the charges for your Eligible Cloud Services.

Cloud Spend

- 7.5 For the purposes of this Telstra Cloud Sight section, “**Cloud Spend**” means your average daily spend on your Eligible Cloud Services accounts as derived from the Cloud Management Platform.
- 7.6 The Cloud Spend may differ from your actual account charges for the following reasons:
- (a) the third party cloud provider passes estimated charges to the Cloud Management Platform before providing confirmed charges; and
 - (b) certain types of refunds/discounts (such as enterprise discounts) are not reflected in the data from third party cloud providers.

Trials

- 7.7 We may offer trials of the Telstra Cloud Sight platform from time to time. Details of any trials will be made available on our website.
- 7.8 This Telstra Cloud Sight Section of Our Customer Terms will apply during any trial (to the extent applicable).
- 7.9 You will be able to opt out of the trial at any time before the end of any trial period.

8 TERMINATION OR EXPIRATION

- 8.1 We will remove your access to the Telstra Cloud Sight platform after you request termination of your agreement. Once your access is removed you will no longer be able to exit your Eligible Cloud Services from the Telstra Cloud Sight platform or execute the platform agent removal script.
- 8.2 You should exit all of your Eligible Cloud Services from the Telstra Cloud Sight platform and remove any applicable platform agents from your virtual machines before requesting termination of your Telstra Cloud Sight service. Failure to do so prior to requesting termination of your agreement may lead to additional costs and unwanted alerts.
- 8.3 As part of our deactivation process we will take limited actions to remove your Eligible Cloud Services from the platform, but this specifically excludes

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removal of platform agents from your virtual machines. Our deactivation process may take several weeks to complete.

9 INTELLECTUAL PROPERTY

- 9.1 You acknowledge and agree that we or our suppliers will own all intellectual property rights in all materials (including without limitation the software as a service) in connection with the Telstra Cloud Sight platform developed or made available by us or by our suppliers to you.
- 9.2 You acknowledge and agree that your rights to use the Eligible Cloud Services will be set forth in the applicable agreements between you and the providers of the Eligible Cloud Services (whether us or a third party).

10 SECURITY AND BACKUP

- 10.1 You will be responsible for the security of your account. We do not guarantee the security of the Telstra Cloud Sight platform, including the security of any information or data you send, receive or store using it, unless we agree otherwise with you.
- 10.2 You will be responsible for backing up your data and any other content that you use in connection with the Telstra Cloud Sight platform. You acknowledge and agree that we or our suppliers may overwrite your data 18 months from the date that the data was created.

11 WARRANTIES AND LIMITATION OF LIABILITY

- 11.1 You agree that you will comply with the terms of the Eligible Cloud Services whether with us or with a third party.
- 11.2 You acknowledge and agree that we are not responsible for the Eligible Cloud Services that are not provided by Telstra. The Eligible Cloud Services that may be provided to you by Telstra will be subject to and on the terms of any separate agreement between you and us in relation to such Eligible Cloud Services.
- 11.3 You acknowledge that Eligible Cloud Services may implement procedures that can restrict or eliminate our or our suppliers' ability to access your data or other resources in the Eligible Cloud Services for the purposes of the Telstra Cloud Sight platform.
- 11.4 You agree that we will not be liable for any failure or delay in performing our obligations to the extent such failure is caused by a force majeure event, being any circumstance not within the reasonable control of us, to the extent that the circumstance or its effect on us could not have been avoided, prevented, or circumvented despite the exercise of reasonable diligence by us.

12 SERVICE LEVELS

- 12.1 In this clause 12:

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API means the Application Programming Interface for the Telstra Cloud Sight platform;

Monthly Uptime Percentage is calculated by subtracting the percentage of 5-minute periods during the Service Month in which the Telstra Cloud Sight platform was Unavailable (excluding cloud analytics components of the Telstra Cloud Sight platform) from 100%, excluding SLA Exclusions.

Service Month means any entire calendar month during the term.

Unavailable means that you are unable to connect to and use the Telstra Cloud Sight platform either by logging into the dashboard, or, by accessing the API. Under no circumstances shall the Telstra Cloud Sight platform be considered Unavailable if you can (i) log-in to the dashboard for the Telstra Cloud Sight platform or (ii) authenticate to the API and receive a response from the API.

Scope

12.2 We will use commercially reasonable efforts to make the Telstra Cloud Sight platform (excluding cloud analytics components of the Telstra Cloud Sight platform) available with a Monthly Uptime Percentage of at least 99.95% during each Service Month (the "**Service Commitment**").

SLA Exclusions

12.3 In addition to the service level exclusions in the General Terms for Cloud Services (for link, see clause 1.1. above), the Service Commitment does not apply to any unavailability or inaccessibility of the Telstra Cloud Sight platform:

- (a) that result from scheduled maintenance of which we have provided advance notice to the designated administrative contact for your account;
- (b) caused by factors outside of our reasonable control, including any force majeure event or internet access failure or related problems beyond the demarcation point of the Telstra Cloud Sight platform;
- (c) that result from any actions or inactions by you or any third party (including without limitation your deletion of the Robot Account);
- (d) that result from any third party services, equipment, software or other technology (including from your or a third party including without limitation an Eligible Cloud Services provider) other than third party equipment within our direct management and control; or
- (e) arising from our suspension or termination of your right to use the Telstra Cloud Sight platform in accordance with your agreement with us

(collectively, the **SLA Exclusions**).