OUR CUSTOMER TERMS
CLOUD SERVICES - VENDOR TERMS AND CONDITIONS

CONTENTS

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and
Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 1 OF 18

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 2 OF 18

OUR CUSTOMER TERMS
CLOUD SERVICES - VENDOR TERMS AND CONDITIONS

Certain words are used with the specific meanings set out in the General Terms part of the Cloud Services section at http://www.telstra.com.au/customer-terms/business-government/cloud-services/ of Our Customer Terms, or in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/index.htm

1   ABOUT THIS PART

1.1   This is Vendor Terms and Conditions part of the Cloud Services section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/index.htm, may apply.

1.2   See section one of the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/index.htm for more detail on how the various sections of Our Customer Terms are to be read together.

1.3   See section one of the General Terms part of the Cloud Services section 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 the T-Suite part) 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.

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 3 OF 18

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 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.

Proprietary notices

2.6   You must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the software products.

Limitations on Reverse Engineering, Decompilation and Disassembly

2.7   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.

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 4 OF 18

No Rental

2.8   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.

Termination

2.9   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 and do not remedy such non-compliance within the period specified in the notice from us notifying you of the breach. In the event of termination or cancellation, you must as soon as reasonably practicable, but in any event within 30 days, 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

2.10   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

2.11   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

2.12   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. You must not use the software products in those environments or applications.

Export Restrictions

2.13   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

2.14   You agree that we may disclose any information requested by Microsoft in order to verify your compliance with the terms of use of the software products.

2.15   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. You agree that Microsoft is an intended third party beneficiary of your agreement with us for provision of the Microsoft software products, and Microsoft has the right to enforce certain provisions of our agreement with you, directly, and to verify whether you have complied with the terms of use of the Microsoft software products.

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 5 OF 18

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/.

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.

5   TERMS AND CONDITIONS REGARDING USE OF VMWARE SOFTWARE

5.1   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 VMware ("VMware Software"). You acknowledge that any VMware Software is made available to you on, and you must comply with, the terms and conditions set out at http://www.vmware.com/download/eula

6   TERMS AND CONDITIONS REGARDING USE OF CISCO SOFTWARE

6.1   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 Cisco ("Cisco Software"). You acknowledge that any Cisco Software is made available to you on, and you must comply with, the terms and conditions set out at http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html.

7   TERMS AND CONDITIONS REGARDING USE OF EMC SOFTWARE

7.1   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 EMC ("EMC Software"). You acknowledge that any EMC Software is made available to you on, and you must comply with, the terms and conditions set out below.

EMC Software License and Maintenance Agreement

This Software contains computer programs and other proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of this Software License and Maintenance Agreement (for purposes of this Exhibit "B", the "Agreement").

This Agreement is a legally binding document between you (meaning the individual person or the entity that the individual represents that has obtained the Software for its internal productive use and not for outright resale) (the "Customer") and EMC (which means (i) EMC Corporation, if

Customer is located in the United States; (ii) the local EMC sales subsidiary, if Customer is located in a country in which EMC Corporation has a local sales subsidiary; and (iii) EMC Information Systems International ("EISI"), if Customer is located outside the United States and in a country in which EMC Corporation does not have a local sales subsidiary). Unless EMC agrees otherwise in writing, this Agreement governs Customer's use of the Software except to the extent all or any portion of the Software is: (a) the subject of a separate written agreement; or (b) governed by a third party licensor's terms and conditions. Capitalized terms have meaning stated in the Agreement.

If Customer does not have a currently enforceable, written and separately signed software license agreement directly with EMC or the Distributor from whom Customer obtained this Software, then by clicking on the "Agree" or "Accept" or similar button at the end of this Agreement, or proceeding with the installation, downloading, use or reproduction of this Software, or authorizing any other person to do so, you are representing to EMC that you are (i) authorised to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement.

If Customer has a currently enforceable, written and separately signed software license agreement directly with EMC or the Distributor from whom Customer obtained this Software, then by clicking on the "Agree" or "Accept" or similar button at the end of this Agreement, or proceeding with the installation, downloading, use or reproduction of this Software, or authorizing any other person to do so, you are representing that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of such written, signed agreement shall replace and supersede the terms of this Agreement and shall govern the relationship of the parties with regard to this Software, and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of such written signed agreement.

If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, click on the "Cancel" or "Decline" or other similar button at the end of this Agreement and/or immediately cease any further attempt to install, download or use this Software for any purpose, and remove any partial or full copies made from this Software.

1. **DEFINITIONS**

    A. **Affiliate** means a legal entity that is controlled by, controls, or is under common "control" of EMC or Customer. "Control" means more than 50% of the voting power or ownership interests.

    B. **Confidential Information** means and includes the terms of this Agreement, Software, and Support Tools and all confidential and proprietary information of EMC or Customer, including without limitation, all business plans, product plans, financial information, software, designs, and technical, business and financial data of any nature whatsoever, provided that such information is marked or designated in writing as "confidential," "proprietary," or any other similar term or designation. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without obligation of confidentiality prior to receipt from the disclosing party, (ii) a matter of public knowledge through no fault of the receiving party, (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 7 OF 18

C. **Distributor** means a reseller, distributor, system integrator, service provider, independent software vendor, value-added reseller, OEM or other partner that is authorized by EMC to license Software to end users. The term shall also refer to any third party duly authorized by a Distributor to license Software to end users.

D. **Documentation** means the then-current, generally available, written user manuals and online help and guides for Software provided by EMC.

E. **Product Notice** means the notice by which EMC informs Customer of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance (support) terms. Product Notices may be delivered in an EMC quote, otherwise in writing and/or a posting on the applicable EMC website, currently located at http://www.emc.com/products/warranty_maintenance/index.jsp. The terms of the Product Notice in effect as of the date of the EMC quote shall be deemed incorporated into and made a part of the relevant Customer purchase order. Each Product Notice is dated and is archived when it is superseded by a newer version. EMC shall not change any Product Notice retroactively with regard to any Software or Support Services listed on an EMC quote issued prior to the date of the applicable Product Notice. At Customer's request, EMC shall without undue delay provide Customer with a copy of the applicable Product Notice and/or attach it to the relevant EMC quote.

F. **Software** means the EMC software product which requires acceptance of this Agreement, and any copies made by or on behalf of Customer, Software Releases, and all Documentation for the foregoing.

G. **Software Release** means any subsequent version of Software provided by EMC after initial delivery of Software but does not mean a new item of Software.

H. **Support Services** means the annual service available from EMC or its designee which provides Software Releases and support services for Software as set forth in the Product Notice.

I. **Support Tools** means any hardware, software and other tools and/or utilities used by EMC to perform diagnostic or remedial activities in connection with Software including any software or other tools made available by EMC to Customer to enable Customer to perform various self-maintenance activities.

2. DELIVERY AND INSTALLATION

A. **Delivery.** Title and risk of loss to the physical media, if any, which has been sold to Customer and contains Software shall transfer to Customer upon EMC's delivery to a carrier at EMC's designated point of shipment ("Delivery"). Unless otherwise agreed, a common carrier shall be specified by EMC. Software may be provided by (i) Delivery of physical media; or (ii) electronic means (where available from EMC). If the physical media containing Software has not been sold (for example - a lease or rental transaction), then risk of loss thereto transfers at Delivery, but title does not.

B. **Installation and Acceptance.** EMC's obligation, if any, to install Software as part of the Software's licensing fee, is set forth in the Product Notice. Acceptance that Software operates in substantial conformity to the Software's Documentation occurs upon Delivery or electronic availability, as applicable. Notwithstanding such acceptance, Customer retains all rights and remedies set forth in Section 4 (WARRANTY AND DISCLAIMER) below.

3. LICENSE TERMS

A. **General License Grant.** Subject to Customer's compliance with this Agreement, the Product Notice, and payment of all license fees, EMC grants to Customer a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 8 OF 18

sublicense) to use (i) Software for Customer's internal business purposes; and (ii) the Documentation related to Software for the purpose of supporting Customer's use of Software. Licenses granted to Customer shall, unless otherwise indicated on the Product Notice or quote from EMC or Distributor) be perpetual and commence on Delivery of the physical media or the date Customer is notified of electronic availability, as applicable. Documentation is licensed solely for purposes of supporting Customer's use of Software as permitted in this Section. To the extent applicable to Software, Customer may be required to follow EMC's then current product registration process, if any, to obtain and input an authorization key or license file.

B. **Licensing Models.** Software is licensed for use only in accordance with the commercial terms and restrictions of the Software's relevant licensing model, which are stated in the Product Notice and/or quote from EMC or Distributor. For example, the licensing model may provide that Software is licensed for use solely (i) for a certain number of licensing units; (ii) on or in connection with certain hardware, or a CPU, network or other hardware environment; and/or (iii) for a specified amount of storage capacity. Microcode, firmware or operating system software required to enable the hardware with which it is shipped to perform its basic functions, is licensed for use solely on such hardware.

C. **License Restrictions.** All Software licenses granted herein are for use of object code only. Customer is permitted to copy Software as necessary to install and run it in accordance with the license, but otherwise for back-up purposes only. Customer may copy Documentation insofar as reasonably necessary in connection with Customer's authorized internal use of Software. Customer shall not, without EMC's prior written consent (i) use Software in a service bureau, application service provider or similar capacity; or (ii) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of Software performed by or on behalf of Customer; (iii) make available Software in any form to anyone other than Customer's employees or contractors; or (iv) transfer Software to an Affiliate or a third party.

D. **Software Releases.** Software Releases shall be subject to the license terms applicable to Software.

E. **Audit Rights.** EMC (including its independent auditors) shall have the right to audit Customer's usage of Software to confirm compliance with the agreed terms. Such audit is subject to reasonable advance notice by EMC and shall not unreasonably interfere with Customer's business activities. Customer will provide EMC with the support required to perform such audit and will, without prejudice to other rights of EMC, address any non-compliant situations identified by the audit by forthwith procuring additional licenses.

F. **Termination.** EMC may terminate licenses for cause, if Customer breaches the terms governing use of Software and fails to cure within thirty (30) days after receipt of EMC's written notice thereof. Upon termination of a license, Customer shall cease all use and return or certify destruction of the applicable Software (including copies) to EMC.

G. **Reserved Rights.** All rights not expressly granted to Customer are reserved. In particular, no title to, or ownership of, the Software is transferred to Customer. Customer shall reproduce and include copyright and other proprietary notices on and in any copies of the Software. Unless expressly permitted by applicable mandatory law, Customer shall not modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form the Software without EMC's prior written consent, nor shall Customer permit any third party to do the same.

4.   **WARRANTY AND DISCLAIMER**

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 9 OF 18

A. **Software Warranty.** EMC warrants that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by EMC will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. EMC does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Customer's requirements, except if expressly warranted by EMC in its quote. Support Services from EMC for Software are available for separate purchase and the Support Options are identified at the Product Notice.

B. **Warranty Duration.** Unless otherwise stated on the EMC quote, the warranty period for Software shall (i) be as set forth at the Product Notice; and (ii) commence upon Delivery of the media or the date Customer is notified of electronic availability, as applicable.

C. **Customer Remedies.** EMC's entire liability and Customer's exclusive remedies under the warranties described in this section shall be for EMC, at its option, to remedy the non-compliance or to replace the affected Software. If EMC is unable to effect such within a reasonable time, then EMC shall refund the amount received by EMC for the Software concerned. All replaced Software contained on physical media supplied by EMC shall be returned to and become the property of EMC. EMC shall have no liability hereunder after expiration of the applicable warranty period. The foregoing shall not void any supplementary remedies made available to Customer by a Distributor, with respect to which EMC shall have no liability or obligation.

D. **Warranty Exclusions.** Warranty does not cover problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which Software is used or other causes beyond EMC's control; (iii) installation, operation or use not in accordance with EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which Software was not designed; or (v) modification, alteration or repair by anyone other than EMC or its authorized representatives;. EMC has no obligation whatsoever for Software installed or used beyond the licensed use, or whose original identification marks have been altered or removed. Removal or disablement of remote support capabilities during the warranty period requires reasonable notice to EMC. Such removal or disablement, or improper use or failure to use applicable Customer Support Tools shall be subject to a surcharge in accordance with EMC's then current standard rates.

E. **No Further Warranties.** Except for the warranty set forth herein, and to the maximum extent permitted by law, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALING OR USAGE OF TRADE.

5. **SUPPORT SERVICES**

A. **Support Services.** If Customer has purchased Support Services for Software (or its related hardware, if any) directly from EMC, such shall be delivered by EMC as specified in the applicable Product Notice. If Customer has purchased maintenance and support from a Distributor, then EMC may provide Support Services to the extent that the Distributor has contracted with EMC to provide Customer with Support Services.

B. **Reinstatement of Lapsed Support.** If Support Services expire or are terminated, and Customer subsequently seeks to reinstate Support Services, Customer shall pay: (i) the cumulative Support Services fees applicable for the period during which Support Services lapsed; (ii) the annual support fees for the then-current current period; and

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 10 OF 18

(iii) the then-current reinstatement fee and/or certification fees, as quoted by EMC or a Distributor.

C. **Support Tools.** EMC may use Support Tools or may make certain Support Tools available to assist Customer in performing various maintenance or support related tasks. Customer shall use Support Tools only in accordance with the terms under which EMC makes such available.

D. **Additional Support Terms.** Unless otherwise indicated in the Product Notice, Support Services provided by EMC shall consist of (i) using commercially reasonable efforts to remedy failures of Software to perform substantially in accordance with EMC's applicable Documentation; (ii) providing English-language (or where available, local language help line service (via telephone or other electronic media); and (iii) providing, or enabling Customer to download Software Releases and Documentation updates made generally available by EMC at no additional charge to other purchasers of Support Service for the applicable Software.

E. **Software Releases.** Upon use of a Software Release, Customer shall remove and make no further use of all prior Software Releases, and protect such prior Software Releases from disclosure or use by any third party. Customer is authorized to retain a copy of each Software Release properly obtained by Customer for Customer's archive purposes and use such as a temporary back-up if the current Software Release becomes inoperable. Customer shall use and deploy Software Releases strictly in accordance with terms of the original license for the Software.

F. **Support Services for Software affected by Change in Hardware Status.** For Software used on or operated in connection with hardware that ceases to be covered by Support Services or the EMC hardware warranty, EMC reserves the right to send Customer written notice that EMC has either chosen to discontinue or change the price for Support Services for such Software (with such price change effective as of the date the applicable EMC hardware ceases to be so covered).If EMC sends a discontinuation notice, or if Customer rejects or does not respond to the notice of a proposed price change within thirty (30) days after receipt, Customer will be deemed to have terminated the Support Services for its convenience.

G. **Support Services Exclusions**. Support Services do not cover problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Software is used or other causes beyond EMC's control; (iii) installation, operation or use not in accordance with EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Software or its related hardware was not designed; or (v) modification, alteration or repair by anyone other than EMC or its authorized designees. EMC has no obligation whatsoever for Software installed or used beyond the licensed use. Removal or disablement of Software's remote support capabilities during the term of Support Services requires reasonable notice to EMC. Customer's removal, disablement of remote support capabilities, or improper use of or failure to use Support Tools made available to Customer shall subject Customer to a surcharge in accordance with EMC's then current standard rates.

6. **INDEMNITY**

EMC shall (i) defend Customer against any third party claim that Software or Support Services infringes a patent or copyright existing in the country in which EMC is located, the United States of America or the European Union; and (ii) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or the amounts stated in a written settlement negotiated by EMC. The foregoing obligations are subject to the following: Customer (a) notifies EMC promptly in writing

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 11 OF 18

of such claim; (b) grants EMC sole control over the defense and settlement thereof; (c) reasonably cooperates in response to an EMC request for assistance; and (d) is not in material breach of this Agreement. Should any such Software or Support Service become, or in EMC's opinion be likely to become, the subject of such a claim, EMC may, at its option and expense, (1) procure for Customer the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; (3) request return of the Software and, upon receipt thereof; refund the price paid by Customer, less straight-line depreciation based on a three (3) year useful life for Software; or (4) discontinue the Support Service and refund the portion of any pre-paid Support Service fee that corresponds to the period of Support Service discontinuation. EMC shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of Software or Support Service with third party products or services; (B) use for a purpose or in a manner for which the Software or Support Service was not designed; (C) any modification made by any person other than EMC or its authorized representatives; (D) any modifications to Software or Support Service made by EMC pursuant to Customer's specific instructions; (E) any technology owned or licensed by Customer from third parties; or (F) use of any older version of the Software when use of a newer Software Release made available to Customer would have avoided the infringement. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND EMC'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

7. LIMITATION OF LIABILITY

A. **Limitation on Direct Damages**. EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER SECTION 6 OF THIS AGREEMENT, EMC'S AND ITS SUPPLIERS' TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF SOFTWARE OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) AUD$2,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO EMC FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) OR SOFTWARE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.

B. **No Indirect Damages**. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS OR CLAIMS ARISING UNDER SECTION 6 ABOVE, NEITHER CUSTOMER NOR EMC (INCLUDING EMC'S SUPPLIERS) SHALL (a) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (b) BRING ANY CLAIM BASED ON SOFTWARE OR SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

C. **Trade Practices Legislation**: EMC's liability under any statutory right or any condition or warranty, including any implied by any State Fair Trading Act or the Trade Practices Act, 1974 (Cth) is, to the maximum extent permitted by law, excluded. To the extent that such liability cannot be excluded, EMC's liability is limited at the option of EMC to: (a) in the case of Software, any one or more of the following: (i) the replacement thereof or the supply of its equivalent; (ii) the repair thereof; (iii) the payment of the cost of replacement thereof or of acquiring its equivalent; or (iv) the payment of the cost of having such repaired, and (b) in the case of any Services performed by EMC under or in connection with this Agreement: (i) the supply of those Services again; or (ii) the payment of the cost of having those Services supplied again.

8. EVALUATION AND LOANED SOFTWARE

A. This Agreement shall also apply to (i) "Evaluation Software" (meaning the copy of Software which contains this Agreement, including any copies made by or on behalf of Customer, and all Documentation for the foregoing, which are licensed for a limited duration for the specific purpose of evaluation prior to making a final decision on procurement; and (ii) "Loaned Software" (meaning the copy of Software which contains this Agreement, including any copies made by or on behalf of Customer, and all Documentation for the foregoing, which are licensed for a limited duration directly to Customer for a limited period of time at no charge), subject to the following:

B. The particular Evaluation or Loaned Software, period of use, Installation Site and other transaction-specific conditions shall be as mutually agreed between EMC and Customer and recorded in the form of an evaluation or loan schedule.

C. Notwithstanding any deviating terms in this Agreement, all licenses for Evaluation and Loaned Software expire at the end of the evaluation or loan period.

D. Customer shall return Evaluation and Loaned Software at the end of the evaluation or loan period or when sooner terminated by EMC for convenience by giving thirty (30) days' written notice, whichever occurs first. Customer shall bear the risk of loss and damage for return of physical media, if any, and de-installation.

E. Customer may use Evaluation and Loaned Software free of charge, but, in the case of Evaluation Software, solely for the purpose of evaluation and not in a production environment.

F. Without prejudice to any other limitations on EMC's liability set forth in this Agreement (which shall also apply to Evaluation and Loaned Software), Evaluation and Loaned Software are provided "AS IS" and any warranty or damage claims against EMC in connection with Evaluation and Loaned Software are hereby excluded, except in the event of fraud or willful misconduct of EMC.

G. Unless otherwise specifically agreed in writing by EMC, EMC does not provide maintenance or support for any Evaluation Software. CUSTOMER RECOGNIZES THAT EVALUATION SOFTWARE MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR MAY NOT BE CORRECTED BY EMC. EMC shall have no liability to Customer for any action (or any prior related claims) brought by or against Customer alleging that Customer's sale, use or other disposition of any Evaluation Software infringes any patent, copyright, trade secret or other intellectual property right. In event of such an action, EMC retains the right to terminate this Agreement and take possession of the Evaluation Software. THIS SECTION STATES EMC'S ENTIRE LIABILITY WITH RESPECT TO ALLEGED INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS BY EVALUATION SOFTWARE OR ANY PART OF IT OR ITS OPERATION.

9. CONFIDENTIALITY

Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement; and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies. Notwithstanding the foregoing, either party may disclose Confidential Information (a) to an Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (b) if required by law provided the receiving party has given the disclosing party prompt notice.

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 13 OF 18

10. GOVERNMENT REGULATIONS AND EXPORT CONTROL

Software and the technology included therein provided under this Agreement are subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Software and technology included therein may be produced or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such Software and technology included therein outside of the United States or other countries (collectively, "Export Laws"). Customer shall comply with all Export Laws and EMC export policies to the extent such policies are made available to Customer by EMC. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

11. TERMINATION

Customer may terminate this Agreement for its convenience upon thirty (30) days' notice to EMC. Either Customer or EMC may terminate this Agreement upon written notice due to the other party's material breach of the terms governing use of the Software; provided that such breach is not cured within thirty (30) days after the provision of written notice to the breaching party specifying the nature of such breach. Upon termination of this Agreement, Customer shall cease all use and return or certify destruction of the applicable Software (including copies) to EMC. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability, shall so survive.

12. MISCELLANEOUS

A. **References**. EMC may identify Customer for reference purposes unless and until Customer expressly objects in writing

B. **Notices and Language**. Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation of receipt, (iii) by certified or registered mail, with proof of delivery, (iv) by facsimile transmission with confirmation of receipt, or (v) by email, with confirmation of receipt (except for routine business communications issued by EMC, which shall not require confirmation from Customer). Notices shall be sent to the address, facsimile number or email address set forth below, or at such other address, facsimile number or email address as provided to the other party in writing. Notices shall be sent to: EMC Corporation, 176 South Street, Hopkinton, MA 01748. Fax for legal notices: 508.293.7780. Email for legal notices: legalnotices@emc.com. The parties agree that this Agreement has been written in the English language, that the English language version shall govern and that all notices shall be in the English language.

C. **Entire Agreement**. This Agreement (i) is the complete statement of the agreement of the parties with regard to the subject matter hereof; and (ii) may be modified only by a writing signed by both parties. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement, shall be null and void and of no legal force or effect.

D. **Force Majeure**. Except for the payment of fees, if any, due EMC from Customer, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 14 OF 18

E. **Assignment**. Customer shall not assign this Agreement or any right or delegate any performance without EMC's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify EMC, and EMC may terminate this Agreement on thirty days' notice, if Customer merges with or is acquired by a third party or otherwise undergoes a change of control.

F. **Governing Law**. This Agreement is governed by: (i) the laws of the Commonwealth of Massachusetts when EMC means EMC Corporation; (ii) the laws of the applicable country in which the applicable EMC subsidiary is registered to do business when EMC means the local EMC subsidiary, and (iii) the laws of Ireland when EMC means EISI. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where EMC is domiciled.

G. **Waiver**. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.

H. **Partial Invalidity**. If any part of this Agreement, a purchase order or an EMC quote is held unenforceable, the validity of the remaining provisions shall not be affected.

8 TERMS AND CONDITIONS REGARDING USE OF VCE CLOUD SERVICES

8.1 The VMware, Cisco and EMC terms and conditions above apply to your use of any software included in the VCE Cloud Private Cloud Service.

Resupply and Export restrictions

8.2 You must not re-sell or otherwise supply the VCE Cloud Platform to a third party outside your territory. If you buy the VCE Cloud Platform from us, you are not prevented from disposing of any VCE Cloud Platform to which you have title in accordance with this section, provided you do not act in a value-added reseller, intermediary or other resale sales structure.

Indemnity

8.3 You indemnify us against any liability, loss, damage, costs or expenses we incur or suffer arising out of, or in connection with any third party claim made or alleged against us in relation to your breach of the obligations in connection with the VCE Cloud Platform either under the Private Cloud section of Our Customer Terms, or any separate agreement you have with us in relation to the VCE Cloud Private Cloud Service.

9 TERMS AND CONDITIONS REGARDING USE OF CISCO HYPERFLEX

Licence terms

9.1 We grant to you a personal, non-exclusive, non-transferrable, worldwide, limited and revocable license, without the right to sublicense, to

(a) install and use the software in object code format including (as applicable) operating systems, protocols, backup and recovery, disaster recovery, storage efficiency and management software, whether separately ordered or included in or for use with the HyperFlex Products which is identified with a separate product or model number ("**Software**") for your internal business purposes only; and

(b) use the technical documentation describing the features and functions of the

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 15 OF 18

associated HyperFlex Product ("**Documentation**") in support of your use of the Software.

9.2 In addition to the acceptable use policy in the General Terms part of the Cloud Services section of Our Customer Terms, you will not, nor will you allow any third party to:

(a) reverse-engineer, decompile or disassemble the Software or otherwise reduce it to human-readable format except to the extent required for interoperability purposes under applicable laws or as expressly permitted in open source licenses;

(b) remove or conceal any product identification, proprietary, intellectual property or other notices in the Software or Documentation;

(c) use the Software or Documentation to perform services for third parties in a service bureau, managed services, commercial hosting services or similar environment;

(d) assign or otherwise transfer, in whole or in part, the Software or Documentation licenses to another party or Controller-based licenses to a different storage controller;

(e) modify, adapt or create a derivative work of the Software or Documentation; and

(f) publish or provide any Software benchmark or comparison test results.

9.3 If required by a third party licensor, that licensor will be a direct and intended third party beneficiary of these licence terms and may enforce them directly against you.

10 TERMS AND CONDITIONS REGARDING USE OF NETAPP FLEXPOD

Licence terms

10.1 We grant to you a personal, non-exclusive, non-transferrable, worldwide, limited and revocable license, without the right to sublicense, to

(a) install and use the Software for your internal business purposes only; and

(b) use the Documentation in support of your use of the Software.

10.2 The Software associated with your license is either bundled with a specific storage controller identified by a unique serial number ("**Controller-based**"), or is independent of a storage controller ("**Standalone**"), and your license is one of the following license types:

(a) "Life-of-controller": Controller-based licenses granted for the period of time during which your storage controller is operable; or

(b) "Perpetual": Standalone licenses granted in perpetuity.

10.3 Certain license types may require the installation and use of NetApp's AutoSupport™ remote support diagnostics system.

10.4 Each storage controller deployed in a cluster or a high-availability pair or group must have the same Controller-based license as the other storage controllers in that cluster, high-availability pair or group. Subject to our prior written consent, and in the context of non-disruptive operations within a cluster, you may deploy storage controllers with different Controller-based licenses and failover from one storage controller to another for the time

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 16 OF 18

required to remedy a failure, provided that all storage controllers in the cluster have the same Hardware and Software support offerings in effect at all times.

10.5   In addition to the acceptable use policy in the General Terms part of the Cloud Services section of Our Customer Terms, you will not, nor will you allow any third party to:

(a)   reverse-engineer, decompile or disassemble the Software or otherwise reduce it to human-readable format except to the extent required for interoperability purposes under applicable laws or as expressly permitted in open source licenses;

(b)   remove or conceal any product identification, proprietary, intellectual property or other notices in the Software or Documentation;

(c)   use the Software or Documentation to perform services for third parties in a service bureau, managed services, commercial hosting services or similar environment;

(d)   assign or otherwise transfer, in whole or in part, the Software or Documentation licenses to another party or Controller-based licenses to a different storage controller;

(e)   install Controller-based licenses on or use them with third party hardware or any second-hand or grey market hardware not purchased by you from us;

(f)   modify, adapt or create a derivative work of the Software or Documentation; and

(g)   publish or provide any Software benchmark or comparison test results.

10.6   If required by a third party licensor, that licensor will be a direct and intended third party beneficiary of these licence terms and may enforce them directly against you.

11   TERMS AND CONDITIONS REGARDING USE OF NIMBLE SMARTSTACK

Licence terms

11.1   Your use of the SmartStack Product is subject to your agreement to and compliance with the Nimble Storage General Terms and Conditions a copy of which is available at http://www.nimblestorage.com/docs/.

Open Source Software

11.2   Certain items of software included with the Software are subject to "open source" or "free software" licenses (**"Open Source Software"**). A list of attributions required for certain of the Open Source Software components is included with the SmartStack Product(s). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to these terms and conditions. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in Your Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Nimble Storage makes such Open Source Software, and Nimble Storage's modifications to that Open Source Software, available by written request to Nimble Storage.

TELSTRA CORPORATION LIMITED (ABN 33 051 775 556) | Cloud Services – Vendor Terms and Conditions was last changed on 8 January 2018| TELSTRA UNRESTRICTED

PAGE 17 OF 18

12   TERMS AND CONDITIONS REGARDING USE OF NUTANIX

Licence terms

12.1   Your use of the Nutanix Platform is subject to your agreement to and compliance with the Nutanix End User Licence Agreement, a copy of which is available at www.nutanix.com/eula/.

13   TERMS AND CONDITIONS REGARDING USE OF ZERTO

Licence terms

13.1   Your use of the Zerto software is subject to your agreement to and compliance with the Zerto End User Licence a copy of which is available at https://www.zerto.com/wp-content/themes/foundation/docs/Zerto_EULA__For_HPE_Customers_Final.pdf.

14   TERMS AND CONDITIONS REGARDING USE OF PURE STORAGE

Licence terms

14.1   Your use of the Pure Storage Platform is subject to your agreement to and compliance with the Pure Storage End User Agreement a copy of which is available at http://www.purestorage.com/content/dam/purestorage/pdf/legal/Pure_enduser_agreement.pdf.