

# OUR CUSTOMER TERMS CLOUD SERVICES – ENTERPRISE APPLICATIONS

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# OUR CUSTOMER TERMS

## CLOUD SERVICES – ENTERPRISE APPLICATIONS

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 Enterprise Applications 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.
- 1.4 As part of your product selection under this Enterprise Applications part 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 ENTERPRISE APPLICATIONS

- 2.1 The Enterprise Applications product set provides access to common software components that enable you to subscribe to enterprise grade software as a service.

### 3 EXCHANGE MAIL

- 3.1 The Exchange Mail service is not available to new customers from 9 February 2018. Existing customers can continue to use this service until further notice. It is an email service based on the Microsoft Exchange platform. The Exchange Mail service comes with mailboxes for each individual user with its own distinct email address, a spam protection and virus scanning service.
- 3.2 If you have an IP Solutions service and before you use the Exchange Mail service, we may have to reconfigure one or more IP VPN connections from your IP Solutions service to your Public Network or Private Network products that you are receiving under the Network Services part.
- 3.3 The Exchange Mail service includes a spam protection feature which identifies and prevents suspected spam emails from reaching your mailbox based on the rules that you select.
- 3.4 The Exchange Mail service includes a virus protection feature which protects you against viruses contained in emails received by your exchange server by preventing emails that contain known viruses from reaching your mailbox.
- 3.5 If the virus scanning feature of your Exchange Mail service detects a possible virus, then the email containing the suspected virus will be placed in quarantine while the virus scanning

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feature attempts to remove the virus. If the virus is successfully removed, the email will be removed from quarantine and forwarded to the inbox of the intended recipient.

- 3.6 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you acknowledge that the spam protection feature of your Exchange Mail service cannot guarantee that:
- (a) all spam will be prevented from reaching your mailbox; and
  - (b) all non-spam email will go through the spam filter to your mailbox.
- 3.7 You acknowledge that the spam protection rules you set for your Exchange Mail service cannot be set on an individual user basis. The rules that are set by you will apply to all of your users.
- 3.8 If you reach your storage limit for your Exchange Mail service, you will be unable to send or receive email until you have cleared some of your emails.
- 3.9 Emails in your junk folder contribute to your storage allowance. It is your responsibility to regularly check the junk mail folder to ensure legitimate emails are retrieved. We may not be able to restore emails classified as spam after they have been deleted.
- 3.10 You acknowledge that the virus scanning feature of your Exchange Mail service will not scan the following for viruses:
- (a) emails greater than 10 MB;
  - (b) zipped files in emails; and
  - (c) encrypted or password protected emails or emails that cannot be opened.
- 3.11 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you acknowledge that the virus scanning feature of your Exchange Mail service cannot guarantee that:
- (a) all viruses will be detected; and
  - (b) your email system will be completely protected against viruses.
- 3.12 You acknowledge that the virus scanning feature of your Exchange Mail service may:
- (a) prevent some emails which are not infected with viruses from reaching you; and
  - (b) cause a delay in delivery of emails to your mailbox.
- 3.13 In order to receive the Exchange Mail service, you are required to have a registered domain name.
- 3.14 If you obtain the Exchange Mail service, then you agree to:
- (a) comply with the terms and conditions of the Microsoft software as set out in the Vendor Terms and Conditions part of the Cloud Services section;
  - (b) not remove, modify or obscure any copyright, trademark, or other proprietary rights

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notices that appear on the Microsoft software, or that appears during the use of that software;

- (c) report all known faults with the Enterprise Applications service as and when they arise to the service desk; and
- (d) provide on request, where relevant, a suitably qualified or informed representative to advise on requirements, access, security procedures and any other matter within your knowledge or control that will assist us in providing the Enterprise Applications service.

#### 4 INFRASTRUCTURE SOFTWARE

- 4.1 From time to time we may make available different software services on the Cloud Services portal at <https://cloud.telstra.com/>, or via an application form or other agreement with us. We may add or remove particular software services at any time. We will try to give you at least 30 days notice before removing a particular software service. Unfortunately we may not be able to do so if the removal is required or made by one of our suppliers.
- 4.2 The software service is available shared server products in Australia. If you cancel your shared server, the software services which make up your software service will also be cancelled.
- 4.3 Where we acquire those software services from a third party, you acknowledge that the Vendor Terms and Conditions part of the Cloud Services section or other terms and conditions specified by that third party may apply to software services you select. We will endeavour to notify you of these third party terms and conditions via the Cloud Services portal, an application form or other agreement.
- 4.4 To the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms:
  - (a) we supply the software services on an "as is" basis, without warranties of any kind (including those that would otherwise be implied by law); and
  - (b) except as otherwise specified in Our Customer Terms, we make no representations about the suitability, reliability, availability, timeliness, lack of viruses (or other harmful components), accuracy and/or ownership of the information, software, products, services and related graphics contained within or generated by the software services.
- 4.5 You acknowledge that you are responsible for determining that a software service is suitable to meet your requirements and is compatible with the operating system on your shared server. You warrant that you have not relied on any representations made by us or our third party suppliers, and have relied on your own skill and judgment or that of your advisers when selecting the software services.
- 4.6 The software service does not include the provision of new releases. If these become available and you agree to acquire them we may charge you for any additional work that is required to upgrade your software services. Minor releases, patches or updates may be available from time to time from within the software service. It is your responsibility to manage any available minor releases, patches or updates.
- 4.7 You must keep, and ensure each user keeps, any licence keys, passwords or other similar information (which may be provided to you by Telstra, or to which you may be able to gain

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access when using the software services) confidential and not use or disclose that information for any purpose.

- 4.8 You must notify us immediately about any possible misuse or security breach relating to the software services, any licence key, password or similar information.

#### **Installation**

- 4.9 Once you have agreed to acquire a particular software service, we will install software on your shared server in accordance with your instructions.
- 4.10 Once the installation is complete, you are responsible for all configuration or other changes to that software. You may not move or copy the software once it is installed on your shared server.
- 4.11 You must provide us with accurate and complete information (including configuration information) as reasonably required by us, including when you apply for and as part of the installation process for your software services.
- 4.12 If the information that you provide us is inaccurate or not complete, your software services may not work properly (or at all), or may result in disruptions, loss of data or other issues.
- 4.13 If you wish to change the information you provided us, we may charge you for any additional work that is required to reflect the changed information.
- 4.14 If you request that we reinstall software on your shared server as part of a particular software service, we may charge you for this additional work.
- 4.15 Other than the installation and reinstallation services set out above, we do not provide any support as part of this software service. We also do not provide any service levels for the software service and any service levels set out in the service levels section of the General Terms part of the Cloud Services section apply to your shared server product only.
- 4.16 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will not be liable for issues with your software service to the extent that those issues are caused by your failure to comply with Our Customer Terms in relation to your software services, or erroneous, incorrect or incomplete information provided by you, or where you have changed your equipment configurations, settings or introduced incompatible software.
- 4.17 You are responsible for uninstalling the software, including once you are no longer acquiring the software services from us. If we request, you must provide us with evidence that you have removed the software from your servers and other equipment (or alternatively with evidence that you have separately acquired a licence for that particular software from a third party).