

# OUR CUSTOMER TERMS CLOUD SERVICES – DATA CENTRES - COLOCATION

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# OUR CUSTOMER TERMS

## CLOUD SERVICES – DATA CENTRES - COLOCATION

Certain words are used with the specific meanings set 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 the Colocation 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 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 Colocation 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 COLOCATION

- 2.1 The Colocation terms and conditions below only apply to colocation services in Telstra Data Centres. If you have acquired colocation services from one of our third party data centre service providers, the terms for your service are set out in the applicable Data Centre part of Our Customer Terms.
- 2.2 The Colocation product provides equipment hosting at a Telstra Data Centre in a secure managed environment. We will connect your equipment to our public or private network in accordance with your product selection under the Network Services part of the Cloud Services section.
- 2.3 You must take the Colocation product for the service schedule term set out in your agreement. If you signed up for your Colocation product on or after 13 December 2012 the charges for your Colocation product will only apply during your service schedule term. At the end of your Service Schedule Term, the rates set out in the Responsibilities Guide will apply until such time as you enter into a new service schedule term or cancel your Colocation service.
- 2.4 If a carbon scheme is introduced which has the effect of causing us to incur or will have the effect of causing us to incur carbon costs in connection with a product we provide to you:
  - (a) we may adjust the charges for that service to take into account those carbon costs by notice to you; and
  - (b) you must reimburse us for any carbon costs incurred by us in respect of that product, prior to the adjustment of the charges above, as notified by us.

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For the purposes of this clause, “carbon scheme” means any law to reduce or limit greenhouse gas emissions or concentrations, including any statutory carbon pollution reduction scheme for the management of greenhouse gas emissions or concentrations. “Carbon costs” means any cost that would not have been incurred by us (whether directly or indirectly) but for the carbon scheme as calculated net of any compensation or tax benefit received under the carbon scheme.

- 2.5 In order to be eligible for the Colocation product, you are required to have a minimum number of services, to be determined by us, under the Cloud Services section. These services are set out in your agreement. We may cancel your Colocation product if you cancel any of the products, services or features specified in your agreement.
- 2.6 The Telstra Data Centre in Canberra will meet the ASIO T4 “Highly Protected” certification.
- 2.7 The Colocation product will provide power supply to a maximum of 0.5kVa for each 1/3 of a cabinet and 1.5kVa for each full cabinet, subject to availability. You may request additional power and if we agree to that request, we will provide our written consent and may require you to pay an additional service charge.
- 2.8 Should your equipment use more than the maximum power supply specified, we will automatically charge you for your excess usage at the rate set out in the Responsibilities Guide.
- 2.9 Notwithstanding any excess usage charges, we may cancel your service if you repeatedly do not comply with the maximum power supply obligations and you fail to request additional power. We will notify you prior to such cancellation.
- 2.10 You must ensure that the size and weight of your equipment does not exceed the maximum size and weight that we specify to you (unless we consent to a different size and weight in which case, you must pay an additional charge and ensure that the size and weight of your equipment does not exceed the agreed maximum size and weight).
- 2.11 The Colocation product will provide appropriate automatic fire detection and prevention systems.
- 2.12 You can connect your Telstra telecommunications service between your equipment and the Telstra data termination service (for example a PSTN line) at the cabinets that we agree with you.
- 2.13 We will provide you with access to two power boards for the connection of your equipment. We recommend that you source equipment with a redundant power supply and connect your equipment to the two power boards so it is more likely that your power supply will be uninterrupted.
- 2.14 You can specify up to 10 personnel to be your authorised persons who will be granted access to the Telstra Data Centre, unless we agree otherwise. You must confirm to us the status of your authorised persons every three months.
- 2.15 If you are issued with an electronic access card, we will charge you a fee for each electronic access card you require per authorised person. The fee for each electronic access card will be set out in your application form or other agreement with us. You are responsible for controlling the use of the access cards assigned to you. Electronic access cards are only available at selected Telstra Data Centres.
- 2.16 You must comply with our reasonable directions when accessing the Telstra Data Centre

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including, where we require, having our on-site or security staff escort your authorised persons whilst on our premises.

- 2.17 Before being provided entry access into a Telstra Data Centre, we may require your authorised persons to:
- (a) identify themselves to us;
  - (b) present a photo identification card acceptable to us;
  - (c) be appraised of and follow our fire evacuation, occupational health and safety and other site procedures, standards and regulations that are applicable to the Telstra Data Centre (for example, by completing an induction course with us).
- 2.18 You must notify us if you intend to take any containers, equipment or other material into a Telstra Data Centre. You may not take such containers, equipment or other material into the Telstra Data Centre until one of our security guards has carried out an inspection.
- 2.19 You must ensure that your authorised persons do not take anything into a Telstra Data Centre that we think is dangerous, unsuitable, or likely to interfere with other equipment or another person's access to the Telstra Data Centre. These items include (but are not limited to):
- (a) explosives and weapons;
  - (b) radioactive material;
  - (c) alcohol or illegal drugs;
  - (d) cameras and recording devices;
  - (e) food and drink;
  - (f) tobacco products; and
  - (g) any other objectionable material.
- 2.20 You must give us at least 24 hours notice prior to your authorised personnel accessing the Telstra Data Centre.
- 2.21 Access to Telstra Data Centres should generally be within the following authorised times:

Site	Location	Authorised Times
Adelaide	Flinders	24/7 x 365 days
	Weymouth	24/7 x 365 days
Brisbane	Woolloongabba	24/7 x 365 days
Canberra	Deakin	24/7 x 365 days
Melbourne	Clayton	24/7 x 365 days
	Exhibition	24/7 x 365 days

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Perth	Wellington	24/7 x 365 days
Sydney	Pitt	24/7 x 365 days
	St Leonards	24/7 x 365 days
	Ultimo	24/7 x 365 days

2.22 When accessing the Telstra Data Centre, your authorised personnel must:

- (a) not touch, interfere with or connect anything to any items of equipment (other than your equipment or where any relevant equipment for connection has been approved by Telstra);
- (b) not harass any person;
- (c) not engage or assist in any unlawful activity;
- (d) comply with our reasonable directions;
- (e) keep clean and tidy all areas in which you have performed work; and
- (f) not perform any electrical or data cabling work external to the assigned rack(s) or below the floor. All work of this nature may only be performed by us.

2.23 When leaving one of the Telstra Data Centres, you must ensure that your authorised persons:

- (a) log their time of departure with the security guard;
- (b) log any equipment removed with our escort and/or security guard;
- (c) allow any bags, boxes and materials taken out of a Telstra Data Centre to be inspected;
- (d) allow our staff to escort them out of the Telstra Data Centre and out of the building; and
- (e) remove all rubbish, packaging materials and manuals from the rack(s) and the Telstra Data Centre.

2.24 We reserve our right to refuse any person access to one of the Telstra Data Centres at any time, including for security reasons or to maintain the service we provide to you and our other customers.

2.25 You are responsible for the installation of your equipment in the cabinet space that we agree with you including installing your equipment.

2.26 You must ensure that your equipment is stored within the cabinets that are allocated to you.

2.27 We will monitor your Colocation power consumption for the purpose of determining the charges you have incurred for your service.

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- 2.28 We may request you to move your equipment to an alternative cabinet space. If you do not move your equipment to the alternative cabinet space on our request, we may do so on your behalf and charge you for this.
- 2.29 You must obtain our approval before you connect any of your equipment to a power outlet, a network or telecommunications service connection point, any of our equipment or any other equipment. We may revoke this approval where we consider this necessary. If we have not approved connection of your equipment, or if we have revoked our approval for any connection, we may:
- (a) disconnect that equipment; or
  - (b) ask you to immediately and safely remove the connection.

### 3 NETWORK SERVICES

#### Public Network

- 3.1 If you apply for Colocation, you may acquire a Telstra Internet Direct service for connection to the Internet. The Internet Direct (TID) service provides you with internet access over the public network. The terms and conditions applicable to TID are set out in Part A (Telstra Internet Direct) of the Internet Solutions section of Our Customer Terms.

#### Private Network

- 3.2 If you apply for Colocation, you may apply to use a Telstra connecting carriage service (such as Business IP, Connect IP or IP MAN). The applicable terms and conditions (including price) for your carriage service are set out in the corresponding section of Our Customer Terms.