

OUR CUSTOMER TERMS

MANAGED ICT SERVICES SECTION

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Certain words are used with the specific meanings set out below or in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.

OUR CUSTOMER TERMS

MANAGED ICT SERVICES SECTION

1 ABOUT THE MANAGED ICT SERVICES SECTION

- 1.1 This is the Managed ICT Services section of Our Customer Terms.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Managed ICT Services section, then the Managed ICT Services section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 Any rights for us to suspend or terminate your service in this Managed ICT Services section is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

Managed ICT Services - service categories

- 1.5 The Managed ICT Services consists of service categories with discrete services under each category as set out below:
 - (a) Managed Applications:
 - (i) Exchange Mail service;
 - (ii) Website Hosting service;
 - (b) Managed Security:
 - (i) Managed Content Security service;
 - (ii) Managed Firewall service;
 - (iii) Managed Intrusion Protection service
 - (iv) Managed VPN service;
 - (c) Managed Computing:
 - (i) Managed Utility Computing service;
 - (ii) Managed Dedicated Computing service;
 - (d) Managed Information:
 - (i) Managed Storage service;
 - (ii) Managed Backup service;
 - (e) Managed Facilities:
 - (i) Co-location service.

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- 1.6 Managed ICT Services only applies to customers who have applied for the services under this section on or after 8 February 2008 and who we have agreed to provide the services.
- 1.7 The Managed ICT Services are not available to new customers on and from 31 August 2010, except where we agree otherwise. The services described under the Network Computing Services Section of Our Customer Terms are comparable to the services listed under this section of Our Customer Terms and must be taken up by new customers on and from 31 August 2010.

2 GENERAL

What these terms apply to

- 2.1 These general terms apply to all of the services under this section of Our Customer Terms, except where we say otherwise.

Pricing

- 2.2 You must pay us the charges set out in this section of Our Customer Terms, your application form or other agreement with us.

Installation, testing and changes

- 2.3 If we install, test or make changes to your service at your request, you may experience a disruption to your service.
- 2.4 You must cooperate with us when we install, test or make changes to your service.
- 2.5 You must provide us with full and complete information (including configuration information) when you apply for your service or if we install, test or change your service. If the information that you provide us is inaccurate or not complete or you wish to change the information you provided us, we may charge you for additional work that is required to reflect the changed information in your service.
- 2.6 We will not be liable for problems with your service to the extent that those problems are caused by you including where you have changed your equipment configurations, settings, introduced incompatible software or used your service in a way that is inconsistent with the User Guide or our instructions.

Design

- 2.7 If we provide a design service as part of your service (or number of services), we will provide the design service on the basis of the network design or business requirements that you provide us ("Design"). We may make changes to the Design if necessary and, if we make any changes, we will give you reasonable notice of these changes.
- 2.8 If the Design is complex, we may charge you an additional charge. We will give you reasonable notice of these charges before the charges are incurred.
- 2.9 At the completion of the design process, we will either:
 - (a) provide you with a document which contains the details of your service based on the Design ("Design Document"); or
 - (b) provision your service.

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- 2.10 If we provide you with a Design Document, you must tell us within five business days of receiving the Design Document if you consider that it does not accurately reflect the Design, otherwise you will be deemed to have accepted the Design Document and we will provision your service on this basis.
- 2.11 If we provision your service after the Design and you consider that your service does not accurately reflect the Design, you must tell us within five business days of the service being provisioned; otherwise you will be deemed to have accepted the service.
- 2.12 If you tell us within five business days that the Design is not correct, we will correct the Design at no additional charge if the mistake is our fault. If you would like us to change the Design for any other reason, we may charge you an additional charge.
- 2.13 We will not disclose the Design of your service unless:
- (a) we need to do so in order to provide you with your service; or
 - (b) we are required to do so by law.

Hosting network

- 2.14 Some services require you to be connected to the public or private network (for example, the Managed Utility Computing service, Managed Dedicated Computing service and the Co-location service). Where this is the case, we will provide you with the ability to connect to the public or private network for an additional charge provided that:
- (a) if you connect to the public network, your access service is a Telstra service; or
 - (b) if you connect to the private network, your network service is a Telstra service.
- 2.15 We do not promise an uninterrupted connection to the public or private network.

Acceptable use policy

- 2.16 You must not use your service or let it be used:
- (a) to commit an offence or breach any laws, standards or codes applicable to the service;
 - (b) in a manner that is excessive or unusual;
 - (c) in a way that interferes (or threatens to interfere) with the efficiency and security of the service or another person's service;
 - (d) to accept, transmit or distribute unsolicited bulk email;
 - (e) to send email that hides or obscures the source of the email;
 - (f) to distribute Trojan horses, worms, malicious or destructive code or any instructions activating such code;
 - (g) to menace, harass or stalk any person;
 - (h) to distribute material that is defamatory, obscene or could cause offence or harm;

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- (i) in a manner that infringes any other person's intellectual property rights, confidential information or other rights; or
- (j) to enable a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you.

2.17 You must not sell, resell or provide the service (or any part of it) to other people unless you obtain our consent.

User Guides and assistance

2.18 You must follow our reasonable directions in relation to the use of your service and the data that is stored or hosted as part of your service.

2.19 We may give you a User Guide which will contain important information relating to the use of your service. If you use your service in a manner that is inconsistent with the User Guide, you will be responsible for any loss that you suffer as a result and you may need to pay us an additional charge to fix any problems as a result. A copy of the User Guide can be downloaded from www.telstra.com.au/managedict (as amended from time to time).

2.20 You may distribute the User Guide to your users however you must ensure that the User Guide is only used by your users to understand and use the service.

Your data

2.21 We may host or store your data as part of your service. If we do so, this section applies to you.

2.22 You grant us a licence to copy and store your data for the sole purpose of providing you with your service.

2.23 We require that the data that we host or store for you meets certain standards. If we do not think that your data meets these standards, we may suspend or cancel your service or we may direct you to remove your data. Some examples of data that does not meet our standards includes pornography or data that could be offensive or defamatory.

2.24 We may delete your data immediately after the cancellation of your service. We will try to give you notice before we do this. However, we recommend that you make a copy of your data before or immediately after your service is cancelled.

Security

2.25 We aim to keep your service secure so that your infrastructure is not visible to third parties.

2.26 We aim to protect our equipment against intrusions, viruses, Trojan horses, worms, time bombs or other similar harmful software which may affect your service, however we do not guarantee protection.

2.27 You must take steps to prevent unauthorised access to your service and our service platform including not disclosing user names and passwords that we provide you (except as required by the service).

2.28 You are responsible for the use of your service by your users.

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MANAGED ICT SERVICES SECTION

Networks and applications

- 2.29 If you request, we may provide you with Quality of Service (QoS) information for an additional charge set out in the application form.

Domain names

- 2.30 If you apply for registration of a new domain name as part of your service under this section of Our Customer Terms then we will procure registration of that domain name with our nominated registrar or reseller. You may also apply to transfer your existing domain name to our nominated registrar or reseller.
- 2.31 We do not guarantee that you will be successful in your application to register or transfer the domain name.
- 2.32 If the application for your new domain name to our nominated registrar or reseller is successful we will provide you with the registry key or password to your domain name.
- 2.33 If your domain name registration lapses when you still have a service under this section of Our Customer Terms, we may remove your domain name records from our system and you will not be able to use that domain name for your service. Your domain name will also be released by the registrar to be available for registration.
- 2.34 If you cancel your service under this section of Our Customer Terms and at the time of cancellation the registration period of your domain name has not yet expired, the domain name registration will continue for the remaining term of your domain name registration. You are responsible for ensuring that your domain name registration is renewed or transferred to another domain registrar or reseller. We will also cease domain name hosting for that domain from the time of cancellation of your service.
- 2.35 You agree to be bound by and will comply with the policies and terms and conditions applied by the relevant registrar (as applicable and as amended by the relevant registrar from time to time).
- 2.36 If your domain name is:
- (a) a ".com", ".net", ".org" or other top level domain name (TLD), you agree to comply with the policies applicable to such domain names as issued by the Internet Corporation for Assigned Names and Numbers (ICANN) (as amended by ICANN from time to time); or
 - (b) a ".au" domain name (each a 2LD), you agree to be bound by the .au 2LD Domain Name Eligibility and Application Policy Rules issued by .au Domain Administration Limited (auDA) located at <http://www.auda.org.au/> (as amended by auDA from time to time).
- 2.37 You acknowledge that additional policies relating to your domain name may come into effect from time to time, and you agree to comply with such additional policies.
- 2.38 If there is a dispute regarding your domain name registration or in respect of your domain name after registration, you agree that your domain name will be subject to arbitration, suspension or cancellation in accordance with auDA or ICANN procedure, or by any registry administrator procedure approved by auDA or ICANN policy, relating to:
- (a) the correction of mistakes by us or the registry administrator in registering the

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domain name; or

(b) the resolution of disputes concerning the domain name.

- 2.39 You agree that if changes or modifications are made to the auDA or ICANN procedures or registry administrator procedure and you continue to maintain registration of your domain name after those changes or modifications become effective, you confirm your acceptance of those changes and modifications.
- 2.40 If there is a dispute regarding your domain name, you agree to submit to the jurisdiction of the courts as provided in the applicable procedures.
- 2.41 You can ask us to re-delegate your existing domain name to us by completing and submitting an application form. We re-delegate the following four Domain Name Server (DNS) parameters:
- (a) the www DNS parameter;
 - (b) the mail DNS parameter;
 - (c) the FTP DNS parameter; and
 - (d) the shop DNS parameter,
- using the application form.
- 2.42 You must provide us with information we request to allow us to re-delegate your existing domain name to us, including notifying us of any additional records you may hold that are associated with your domain name.
- 2.43 You must pay any registration or delegation charges to us in advance. We cannot register a domain name for you unless you pay for it in advance.
- 2.44 We are not liable for any loss or damage resulting from the non-renewal of your domain name if you fail to provide us with consent to renew the domain name registration or you delay in providing us with such consent.
- 2.45 You indemnify us against all claims arising out of the registration, use or renewal of your domain name, unless and to the extent that the claim arises out of our breach of this agreement, or our negligent act or omission.

Intellectual Property

- 2.46 If we provide you with any documents, processes or software as part of your service, we (or our licensors) own the intellectual property rights. You must immediately inform us if you become aware of any infringement or suspected infringement of intellectual property rights.
- 2.47 If you provide us with material relevant to your service, you grant us a non-exclusive, non-transferable licence to use that material for the sole purpose of providing you with your service.

Service Software

- 2.48 We may provide you with software as part of your service ("Service Software"). We grant you a non-exclusive, non-transferable licence to use the Service Software for the sole

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purpose of you using and accessing your service.

- 2.49 You must comply (and ensure that your users comply) with all licence terms applicable to the Service Software as set out in this section of Our Customer Terms or our agreement with you.
- 2.50 We use third party software for many of our services. For this reason, you may be required to enter into third party terms and conditions when you first use your service. If this happens, we will give you 30 days to cancel your service if you do not agree with the additional terms and conditions. If you cancel your service for this reason, we will not charge you an early termination charge. If you accept the third party terms and conditions, you must comply with those terms and conditions. If you fail to do so, we may be required by the third party to cancel your service.
- 2.51 You can only make one copy of the Service Software for back-up and archival purposes.
- 2.52 Except as permitted by a law which cannot be excluded, you must not (and must ensure that your users) do not:
- (a) remove any copyright, trade mark or similar notices on the Service Software;
 - (b) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service Software; or
 - (c) modify, translate, or create derivative works of the Service Software.
- 2.53 You must install Service Software, other software, upgrades and patches as directed by us. If you fail to do so, we may suspend or not support your service.

When we can suspend or cancel your service

- 2.54 We may suspend or cancel your service if:
- (a) your underlying service is cancelled; or
 - (b) we reasonably believe that you are in breach of our acceptable use policy; or
 - (c) we become aware that you are not eligible for the service.
- 2.55 You acknowledge that we rely on third parties to provide you with some of our services. If one of our third party suppliers suspends or terminates a service that we rely on to provide your service, we may suspend or terminate your service after giving you as much notice as is reasonably possible in the circumstances.
- 2.56 Either you or we can cancel the service by providing 30 days written notice to the other party. If before the end of your term you cancel your service or we cancel your service as a result of your breach, we may charge you an early termination charge calculated as 25% of the monthly charges multiplied by the number of remaining months plus the set up charge (if there is a set-up charge and you have not already paid this amount).
- 2.57 If we suspend your service, you must still pay us all charges for your service during the period of suspension.

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Take down notices and directions

- 2.58 You must promptly notify us if you receive any take-down, service cessation or link deletion notices from the Australian Communication and Media Authority (or other regulatory authority), or directions from the Telecommunications Industry Ombudsman issued under the Mobile Premium Services Industry Scheme, which relates to your hosted content. You must promptly comply with any such notices and directions.
- 2.59 We may immediately disable or suspend access by you or your customers to your hosted content by written notice to you if:
- (a) you fail to comply with any of the take-down, service cessation or link deletion notices from the Australian Communication and Media Authority (or other regulatory authority) or directions from the Telecommunications Industry Ombudsman;
 - (b) we receive any take down, service cessation or link deletion notices from the Australian Communication and Media Authority (or other regulatory authority) or directions from the Telecommunications Industry Ombudsman which relates to your hosted content or any part of it; or
 - (c) we reasonably suspect that your hosted content or any part of it breaches any laws, regulations, determinations or industry codes applicable to your service or your hosted content or infringes the rights (including Intellectual Property Rights) of any person.

Third party claims

- 2.60 You indemnify us against all loss as a result of a third party claim that relates to your data (including hosted content) or the use of your service.

Adds, moves and changes

- 2.61 You can request us to make adds, moves or changes to your service for an additional charge. To do this, you need to complete an application form. If we agree to make your add, move or change we will charge you an additional charge which will be set out in your application form or other agreement with us.

Consent

- 2.62 If this section specifies that you require consent or agreement from us to do something, the consent or agreement must be in writing from an authorised Telstra representative in the Telstra Product Management Team.

Carbon costs

- 2.63 If you take up a service under this section of Our Customer Terms on and from 26 March 2010 and a carbon scheme is introduced which means that we incur or will incur carbon costs in connection with a service 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 any carbon costs incurred by us in respect of that service 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 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.

Plan names

2.64 On and from 26 March 2010, we have renamed a number of plans that we provide to you as part of the services you acquire under this section of Our Customer Terms.

2.65 The details of those changes are set out in the following table:

SERVICE	PLAN (PRIOR TO 26 MARCH 2010)	PLAN (ON AND FROM 26 MARCH 2010)
Managed Content Security	Not specified	Standard
Managed Firewall	Premium	Select
Managed Intrusion Protection	Premium	Select
Managed Storage	Bronze	Essential
	Silver	Standard
	Gold	Select
	Platinum	Premium

2.66 For the avoidance of doubt, only the plans listed above have been renamed, all other plans have not changed.

3 MANAGED APPLICATIONS - EXCHANGE MAIL

Service description

3.1 The Exchange Mail service 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 feature and a virus scanning feature.

Service eligibility

3.2 To obtain the Exchange Mail service you must also obtain an IP Solutions service or an Internet Direct Service with us. If you have an IP Solutions service, we may have to configure one or more IP VPN connections from your IP Solutions service to your Exchange Mail service.

3.3 You need to have a registered domain name for the Exchange Mail service.

Service features

3.4 The Exchange Mail Service has the following plans to select from:

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MAILBOX OPTION	FEATURES
Standard	<ul style="list-style-type: none"> • 100 MB of mailbox storage; and • Microsoft Outlook web access; and • Access to global address lists.
Standard Plus	<ul style="list-style-type: none"> • The features of Standard; and • Personal calendar.
Executive	<ul style="list-style-type: none"> • The features of Standard Plus; and • Shared calendar; and • Access to scheduling; and • Contacts.
Advanced	<ul style="list-style-type: none"> • The features of Executive; and • Non-exclusive, non-transferable licence to use Microsoft Outlook (provided by us to you) solely as part of the Exchange Mail service.

3.5 If you reach your storage limit, you will not be able to send or receive email until you have cleared some of your emails.

3.6 You can request additional storage in blocks of 100MB for an additional charge.

3.7 We provide you with administrator login details for your Exchange Mail service. The administrator login details allow you to setup the mailboxes.

Service charges

3.8 The charges for your Exchange Mail service are set out in your application form or other agreement with us.

Spam protection feature

3.9 The spam protection feature operates for incoming email sent to you through your Exchange Mail service. It identifies and prevents emails that are suspected spam from reaching your mailbox.

3.10 The spam protection feature identifies suspected spam based on the rules that you select. You acknowledge that the rules cannot be set on an individual user basis. The rules that are set by you will apply to all of your users.

3.11 You acknowledge that the spam protection feature cannot guarantee that:

- (a) all spam will be prevented from reaching your mailbox; and

OUR CUSTOMER TERMS MANAGED ICT SERVICES SECTION

(b) all non-spam email will go through the spam filter to your mailbox.

3.12 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.

Virus scanning feature

3.13 Subject to the limitations that are set out below, the virus protection feature operates for incoming email sent to you through your Exchange Mail service. It identifies and prevents emails that have a virus that is known by the software from reaching your mailbox.

3.14 Subject to the limitations that are set out below, if the virus scanning feature suspects an email contains a virus then the email will be placed in quarantine where the virus scanning feature will attempt to clear the email of the virus. If the feature clears the virus, the email will then be sent to you.

3.15 The virus scanning feature will not check:

- (a) emails greater than 10 MB;
- (b) zipped files in emails; and
- (c) encrypted or password protected emails or emails that cannot be opened.

3.16 You acknowledge that the virus scanning feature cannot guarantee that:

- (a) all viruses will be detected; and
- (b) your email system will be completely protected against viruses.

3.17 You acknowledge that the virus scanning feature 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.

Service Software

3.18 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 Schedule 1 to this section of Our Customer Terms;
- (b) not remove, modify or obscure any copyright, trademark, or other proprietary rights notices that appear on the Microsoft software, or that appears during the use of that software;
- (c) report all known faults with the Exchange Mail Service to the customer service centre; 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 and will assist us in providing the Exchange Mail service.

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Your data

3.19 It is your responsibility to keep adequate backup copies of your data.

Service Level

3.20 The service levels for the Exchange Mail service are set out in the Service Level section of this section of the Managed ICT Services section of Our Customer Terms.

4 MANAGED SECURITY - MANAGED CONTENT SECURITY

Service description

4.1 The Managed Content Security service consists of an anti-virus, anti-spam and content filtering service all of which are described below. You can select all or some of the components of Managed Content Security service.

Service eligibility

4.2 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Security service only from Telstra unless Telstra agrees otherwise.

Service features

4.3 The features of your service plan is set out below:

FEATURES	STANDARD PLAN
Policy or Configuration Changes (changes per month)	4
Fixed Change Window ¹	Yes

1) Change requests are implemented during a fixed change window of 1am - 3am each Sunday and Wednesday AEST.

Anti-virus service

4.4 The anti-virus service provides you with centralised monitoring, detection, pattern file management and outbreak notification of viruses known by the software and emerging computer viruses known by the software. The anti-virus service aims to block viruses at the agreed location in your network equipment.

Anti-spam service

4.5 The anti-spam service assists you with managing the spam that you receive. It screens and blocks certain email based on the instructions and formulas we agree with you. You can select certain features for your anti-spam service including:

- (a) Immediate spam deletion: emails that are recognised as spam are deleted without reaching your users;
- (b) Tag and deliver spam: emails that are recognised as spam are tagged as spam (for example, by adding 'spam' in the subject line) and delivered to the end user; or
- (c) Spam redirection: emails that are recognised as spam are sent to a mailbox of your choice to be reviewed by your technical staff.

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- 4.6 You can ask us to customise your anti-spam service for an additional charge (for example, custom filters, attachment size filtering, message size filtering etc.)

Content filtering service

- 4.7 The content filtering service allows you to restrict websites that your users have access to. We restrict access to certain websites based on the instructions we agree with you. The content filtering service also blocks:
- (a) spyware and adware that is known by the software;
 - (b) hacking and remote access tools that could harm your network that is known by the software; and
 - (c) transmission of outbound data to phishing-related websites that are known by the software.

Service charges

- 4.8 The charges for your Managed Content Security service are set out in your application form or other agreement with us.

Service limitations

- 4.9 We use software to provide the Managed Content Security service and that software is not error-free.
- 4.10 You acknowledge that:
- (a) the anti-virus service may not remove all viruses (including where viruses are within attachments that are compressed, zipped, password protected or encrypted);
 - (b) the anti-virus service may incorrectly identify an email or attachment which does not contain a virus;
 - (c) the anti-spam service may not screen or block all emails that are designated as 'spam';
 - (d) the anti-spam service may screen or block emails that have not been designated as 'spam' ('spam', as agreed between you and us);
 - (e) the content filtering service may block certain websites that you have not specified to be blocked; and
 - (f) the content filtering service may not block certain websites that you have specified to be blocked.
- 4.11 If you identify one of the above limitations in the Managed Content Security service, you should notify us immediately and to the extent possible, we will endeavour to rectify the issue at no additional charge.

Service installation

- 4.12 We will install the relevant software for the Managed Content Security service on equipment that we use to supply the service at the point of your Internet connection in accordance with

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the solution design.

Service management

- 4.13 We provide support to the system administrator that you nominate. We do not provide support for all of your users. Support to your nominated system administrator includes assistance with ad hoc questions about the Managed Content Security service and change requests (as detailed below).
- 4.14 We monitor and manage the software (including upgrades) that is used for your Managed Content Security service.
- 4.15 We provide you with a monthly report for your Managed Content Security service. The report will detail viruses, spam and website activity that is screened or blocked by your Managed Content Security service.

Minimum term

- 4.16 The minimum term for each component of the Managed Content Security service is 24 months unless otherwise agreed with us.

Service levels

- 4.17 The service levels for the Managed Content Security service are set out in the Service Level section of this section of Our Customer Terms.

5 MANAGED SECURITY - MANAGED FIREWALL

Service description

- 5.1 The Managed Firewall service is a security service which is designed to provide you with functionality to assist you in restricting certain access and traffic into your network. The Managed Firewall service includes:
 - (a) Custom analysis, design and configuration of the firewalls;
 - (b) Back-up of your configuration data;
 - (c) On-line access to the customer portal so that you can review information about your Managed Firewall service (we aim to provide 99.9% uptime for the customer portal);
 - (d) Management of change requests to your Managed Firewall service.
- 5.2 You can request us to perform additional services that are not included within your service tier. We may charge you an additional charge for these services.

Service eligibility

- 5.3 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Security service only from Telstra unless Telstra agrees otherwise.

Service features

- 5.4 There are two options that you can choose from for your Managed Firewall service:

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- (a) Shared firewall option: the hardware that we use to provide you with the service will be shared with other customers. You can choose to have up two tiers of firewalls (if you choose two tiers of firewalls, you will have enhanced security as a result of increased separation between various networks, servers and the Internet).
- (b) Dedicated firewall option: the hardware that we use to provide you with the service will be dedicated to you.

5.5 You may apply for the following service plans for each of the shared and dedicated firewall options:

FEATURES	SHARED OPTION		DEDICATED OPTION	
	STANDARD PLAN	SELECT PLAN	STANDARD PLAN	SELECT PLAN
Policy or Configuration Changes ¹	2	8	2	Unlimited
Emergency Policy or Configuration (changes per month)	Not included ⁶	2	Not included ⁶	1
Data Retention / Storage (Logs Files)	1 Year	Up to 7 Years	1 Year	Up to 7 years
Quarterly Vulnerability Assessment	N/A	N/A	1 Device	3 Devices
Site to Site VPN Connections (for certain platforms)	2	Unlimited	2	Unlimited
Site to Client VPN Support (excluding end user support issues)	No	Yes	No	Yes
Security Event Monitoring ²	N/A	N/A	Available as an option	Yes
Internal Web Filtering (enabled by licence) ³	N/A	N/A	Available as an option	Yes
Internal Virus Filtering (enabled by licence) ³	N/A	N/A	Available as an option	Yes
Internal SPAM Filtering (enabled by licence) ³	N/A	N/A	Available as an option	Yes

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FEATURES	SHARED OPTION		DEDICATED OPTION	
	STANDARD PLAN	SELECT PLAN	STANDARD PLAN	SELECT PLAN
Threat Analysis and Intelligence Service ⁴	1 Seat	1 Seat	1 Seat	1 Seat
Fixed Change Window ⁵	Yes	Yes	No	No

1) Policy changes per month included within plan and must be submitted through the online portal.

2) Firewall equipment must support deep packet inspection or an IPS blade for this feature to be available

3) Firewall equipment must support these features, if so these all features are supported in the Select Plan. Where in the Standard Plan only one feature will be supported out of the three.

4) You may only nominate one of your customer portal accounts to access this service.

5) Change requests are implemented during a fixed change window of 1am - 3am each Sunday and Wednesday AEST.

6) Telstra will use its best efforts to respond to a request.

5.6 If you select a dedicated firewall service, you may be able to request additional modules including:

- (a) Anti-virus service: provides you with centralised detection, and pattern file management of viruses known by the software;
- (b) Anti-spam service: assists in managing the spam that you receive by screening and blocking certain email based on the instructions and formulas we agree with you;
- (c) Content filtering service: allows you to restrict websites that your users have access to in accordance with the instructions we agree with you;
- (d) Deep packet inspection service: detects and blocks certain types of network activity that you deem suspicious based on the instructions and formulas we agree with you,

5.7 You can request us to perform additional services that are not included within your service tier. We will charge you an additional charge for these services.

Service charges

5.8 The charges for your Managed Firewall service are set out in your application form or other agreement with us.

Service limitations

5.9 We do not promise that the Managed Firewall service will prevent or detect all unauthorised access to your network.

Service installation

5.10 We will install the relevant the Managed Firewall service in accordance with the solution

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design.

Service management

- 5.11 We provide support to the system administrator that you nominate. We do not provide support for all of your users. Support to your nominated system administrator includes assistance with ad hoc questions about the Managed Firewall service and change requests (as detailed below).
- 5.12 We monitor and manage the software and hardware that is used for your Managed Firewall service.

Minimum term

- 5.13 The minimum term for each component of the Managed Firewall service is 24 months unless otherwise agreed with us.
- 5.14 If before the end of your term you cancel your service or we cancel your service as a result of your breach, we may charge you an early termination charge calculated as 50% of the monthly charges multiplied by the number of remaining months plus the set up charge (if there is a set-up charge and you have not already paid this amount).

Service levels

- 5.15 The service levels for the Managed Firewall service are set out in the Service Level section of this section of Our Customer Terms.

Your responsibility

- 5.16 You must provide us with seven business days notice before you undertake vulnerability or penetration testing of your network.
- 5.17 If you use a VPN solution, you will be responsible for loading and configuring any VPN software on your equipment.
- 5.18 You need to nominate a system administrator to manage your master account on your portal. Your system administrator is responsible for activating, managing and supporting user accounts for the online portal and to what data your users may access.

6 MANAGED SECURITY - MANAGED INTRUSION PROTECTION

Service description

- 6.1 The Managed Intrusion Protection service is an intrusion detection service which is designed to detect unauthorised intrusions into your network. It includes:
 - (a) Monitoring of your network 24 hours a day, seven days a week;
 - (b) Notification to you if we become aware of a security threat;
 - (c) On request, analysis and investigation of unauthorised intrusions;
 - (d) Traffic and uptime monitoring for unauthorised intrusions;
 - (e) On-line access to the customer portal so that you can review information about your

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Managed Intrusion Protection service (we aim to provide 99.9% uptime for the customer portal);

- 6.2 You can request us to perform additional services that are not included within your service tier. We may charge you an additional charge for these services.

Service eligibility

- 6.3 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Security service only from Telstra unless Telstra agrees otherwise.

Service features

- 6.4 There are three options that you can choose from:

- (a) Shared network option: the hardware that we use to provide you with the service will be shared with other customers.
- (b) Dedicated network option: the hardware that we use to provide you with the service will be dedicated to you.
- (c) Dedicated hosted option: we install software on your equipment (servers) which is designed to detect unauthorised intrusions into your network.

- 6.5 You may apply for the following service plans under the three service options:

FEATURES	SHARED OPTION	DEDICATED (NETWORK) OPTION		DEDICATED (HOST) OPTION	
	SELECT PLAN	STANDARD PLAN	SELECT PLAN	STANDARD PLAN	SELECT PLAN
Security Event Monitoring ¹	Yes	Yes	Yes	Yes	Yes
Policy or Configuration Changes (changes per month) ²	N/A	2	Unlimited	2	Unlimited
Data Retention / Storage (Logs Files)	Up to 7 Years	1 year	Up to 7 Years	1 year	Up to 7 Years
Quarterly Vulnerability Assessment	N/A	1 Devices	2 Devices	N/A	N/A
Threat Analysis and Intelligence Service ³	1 Seat	1 Seat	1 Seat	N/A	N/A
Fixed Change Window ⁴	Yes	No	No	No	No

1) For Select service, this includes real time 24x7 human analysis

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2) Policy changes per month included within plan and must be submitted through the online portal.

3) You may only nominate one of your customer portal accounts to access this service.

4) Change requests are implemented during a fixed change window of 1am - 3am each Sunday and Wednesday AEST.

Service charges

- 6.6 The charges for your Managed Intrusion Protection service are set out in your application form or other agreement with us.

Service limitations

- 6.7 We do not promise that the Managed Intrusion Protection service will prevent or detect all unauthorised access to your network.

Service installation

- 6.8 We will install the relevant the Managed Intrusion Protection service in accordance with the solution design.

Service management

- 6.9 We provide support to the system administrator that you nominate. We do not provide support for all of your users. Support to your nominated system administrator includes assistance with ad hoc questions about the Managed Intrusion Protection service and change requests (as detailed below).
- 6.10 We monitor and manage the software and hardware that is used for your Managed Intrusion Protection service.

Minimum term

- 6.11 The minimum term for each component of the Managed Intrusion Protection service is 24 months unless otherwise agreed with us.
- 6.12 If before the end of your term you cancel your service or we cancel your service as a result of your breach, we may charge you an early termination charge calculated as 50% of the monthly charges multiplied by the number of remaining months plus the set up charge (if there is a set-up charge and you have not already paid this amount).

Service levels

- 6.13 The service levels for the Managed Intrusion Protection service are set out in the Service Level section of this section of Our Customer Terms.

Your responsibility

- 6.14 You must provide us with seven business days notice before you undertake vulnerability or penetration testing of your network.
- 6.15 You need to nominate a system administrator to manage your master account on your portal. Your system administrator is responsible for activating, managing and supporting user accounts for the online portal and to what data your users may access.

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7 MANAGED SECURITY - MANAGED VPN

Service description

- 7.1 The Virtual Private Network (VPN) service is a security service which is designed to provide you with functionality to assist you in accessing your network. The VPN service includes:
- (a) Custom analysis, design and configuration of the VPN devices;
 - (b) Back-up of your configuration data;
 - (c) On-line access to the customer portal so that you can review information about your Managed VPN service (we aim to provide 99.9% uptime for the customer portal);
 - (d) Management of change requests to your VPN service.

Service eligibility

- 7.2 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Security service only from Telstra unless Telstra agrees otherwise.

Service features

- 7.3 The features of your service plan is set out below:

FEATURES	STANDARD PLAN
Policy or Configuration Changes (changes per month)	4
Fixed Change Window ¹	Yes

1) Change requests are implemented during a fixed change window of 1am - 3am each Sunday and Wednesday AEST.

Service charges

- 7.4 The charges for your Managed VPN service are set out in your application form or other agreement with us.

Service limitations

- 7.5 We do not promise that the Managed VPN service will prevent or detect all unauthorised access to your network.

Service installation

- 7.6 We will install the Managed VPN service in accordance with the solution design.

Service management

- 7.7 We provide support to the system administrator that you nominate. We do not provide support for all of your users. Support to your nominated system administrator includes assistance with ad hoc questions about the Managed VPN service and change requests (as detailed below).
- 7.8 We monitor and manage the software and hardware that is used for your Managed VPN

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service.

Minimum term

- 7.9 The minimum term for each component of the Managed VPN service is 24 months unless otherwise agreed with us.
- 7.10 If before the end of your term you cancel your service or we cancel your service as a result of your breach, we may charge you an early termination charge calculated as 50% of the monthly charges multiplied by the number of remaining months plus the set up charge (if there is a set-up charge and you have not already paid this amount).

Service levels

- 7.11 The service levels for the Managed VPN service are set out in the Service Level section of this section of Our Customer Terms.

Your responsibility

- 7.12 You must provide us with seven business days notice before you undertake vulnerability or penetration testing of your network.
- 7.13 If you use a Managed VPN solution, you will be responsible for loading and configuring any Managed VPN software on your equipment.
- 7.14 You need to nominate a system administrator to manage your master account on your portal. Your system administrator is responsible for activating, managing and supporting user accounts for the online portal and to what data your users may access.

8 MANAGED COMPUTING - MANAGED UTILITY COMPUTING

Service description

- 8.1 Managed Utility Computing is a service where we provide you with access to and use of a managed platform comprising of utility computing server hardware, the selected operating system and network connectivity.

Service eligibility

- 8.2 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Security service only from Telstra unless Telstra agrees otherwise.
- 8.3 If you obtain a Managed Utility Computing service, you must also obtain a Managed Firewall service, a Managed Backup service and a Managed Storage service (all three components) from us.

Service features

- 8.4 You are required to select a certain operating system for your Managed Utility Computing service. We may upgrade or provide patches to the software for that operating system as the upgrades or patches become available to us. We may charge you for an upgrade or patch where our third party supplier charges us (for example, we will charge you for major new releases of the software if our supplier charges us for this).
- 8.5 We will install and operate appropriate software to monitor the operational status of the

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equipment that we use to provide your Managed Utility Computing service.

Service charges

- 8.6 The charges for your Managed Utility Computing service are set out in your application form or other agreement with us.

Service limitations

- 8.7 The Managed Utility Computing service is only available with some operating systems.
- 8.8 We may not be able to meet the applicable service levels for two months from the date that you start using your Managed Utility Computing service. This is because we often use this time to test and improve your Managed Utility Computing service.
- 8.9 We do not monitor other services (for example, your Internet service) as part of the Managed Utility Computing service.
- 8.10 We are not responsible for the back-up of your data unless you order a separate back-up service from us.

Minimum term

- 8.11 The minimum term for your Managed Utility Computing service is 24 months unless otherwise agreed with us.

Reporting

- 8.12 If you request reporting, we will provide you with access to data and reports relating to your Managed Utility Computing service. The reports should be used as a guide only

Service levels

- 8.13 The service levels for the Managed Utility Computing service are set out in the Service Level section of this section of Our Customer Terms. .

Your responsibility

- 8.14 It is your responsibility to perform the user administration for applications and your database. We will create and administer user accounts at the operating system level.
- 8.15 You must ensure that your data and applications are compatible with the operating system software (and other such parameters) applicable to our service platform as we advise you from time to time.

9 MANAGED COMPUTING - MANAGED DEDICATED COMPUTING

Service description

- 9.1 Managed Dedicated Computing is a service where we provide you with access to and use of a managed platform comprising of traditional server hardware, the selected operating system and network connectivity.

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Service eligibility

- 9.2 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Dedicated Computing service only from Telstra unless Telstra agrees otherwise.
- 9.3 To obtain a Managed Dedicated Computing service, you must also obtain a Managed Firewall service from us.
- 9.4 You must maintain an around-the-clock, 24x7x365 service and support contract for any equipment you provide as part of the Managed Dedicated Computing service, that extends for the duration of our agreement.
- 9.5 We will maintain an around-the-clock, 24x7x365 service and support contract for any equipment we provide as part of the Managed Dedicated Computing service, that extends for the duration of our agreement.

Service features

- 9.6 You are required to select a certain operating system for your Managed Dedicated Computing service. We will upgrade or provide a patch to the software for that operating system as the upgrades or patches become available to us. We may charge you for an upgrade or patch where our third party supplier charges us (for example, we will charge you for major new releases of the software if our supplier charges us for this).
- 9.7 We will install and operate appropriate software to monitor the operational status of the equipment that we use to provide your Managed Dedicated Computing service.

Service charges

- 9.8 The charges for your Managed Dedicated Computing service are set out in your application form or other agreement with us.

Service limitations

- 9.9 The Managed Dedicated Computing service is only available with some operating systems.
- 9.10 We may not be able to meet the applicable service levels for two months from the date that you start using your Managed Dedicated Computing service. This is because we often use this time to test and improve your Managed Dedicated Computing service.
- 9.11 We do not monitor other services (for example, your Internet service) as part of the Managed Dedicated Computing service.
- 9.12 We are not responsible for the back-up of your data unless you order a separate back-up service from us.

Minimum term

- 9.13 The minimum term for your Managed Dedicated Computing service is 24 months unless otherwise agreed with us.

Reporting

- 9.14 If you request reporting, we will provide you with access to data and reports relating to your

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Managed Dedicated Computing service. The reports should be used as a guide only.

Service levels

- 9.15 The service levels for the Managed Dedicated Computing service are set out in the Service Level section of this section of Our Customer Terms.

Your responsibility

- 9.16 It is your responsibility to perform the user administration for applications and your database. We will create and administer user accounts at the operating system level.
- 9.17 You must ensure that your data and applications are compatible with the operating system software (and other such parameters) applicable to our service platform as we advise you from time to time.

10 MANAGED INFORMATION - MANAGED STORAGE

Service description

- 10.1 Managed Storage is a service that provides a storage capacity on our service platform that can be used by you. You can use the storage capacity for various purposes including to store your data and applications.

Service eligibility

- 10.2 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Storage service only from Telstra unless Telstra agrees otherwise.

Service features

- 10.3 We will allocate you the agreed storage capacity on our service platform and connect our platform to the servers that are nominated by you. The server that you nominate must be located on our service platform or if you have a Co-location service with us, a server that is co-located as part of the Co-location service.
- 10.4 From time to time, we may change the equipment on which your Managed Storage service resides. We may also make improvements to your Managed Storage service. You must cooperate with us so that these changes can be made.
- 10.5 If you have a Co-location service with us, we will provide you with assistance on the most appropriate way to set up your co-located equipment to work in conjunction with the Managed Storage service. However, we will not be liable for any loss that you suffer as a result of that assistance.

Service charges

- 10.6 The charges for your Managed Storage service are set out in your application form or other agreement with us.

Service limitations

- 10.7 You cannot physically access the storage systems on our service platform for Managed Storage.

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- 10.8 We may not be able to provide you with the Managed Storage service if you make certain changes to your equipment. For this reason, we need you to tell us when you make changes that could affect the Managed Storage service so that we can let you know if we think that your service will be compromised. For example, you must tell us when you make database updates or implement outages.

Service software

- 10.9 If you have a Co-location service with us, we will provide you with certain Service Software to be installed on your co-located equipment. We may also provide you with upgrades and patches to the Service Software.

Minimum term

- 10.10 The minimum term for your Managed Storage service is 24 months unless otherwise agreed with us.

Service levels

- 10.11 The service levels for the Managed Storage service are set out in the Service Level section of this section of Our Customer Terms.

11 MANAGED INFORMATION - MANAGED BACKUP

Service description

- 11.1 Managed Backup is a service that provides a backup of your data. The type of data that will be backed up as part of your service will depend on whether you select a standard or enhanced Managed Backup service (as described below). The amount of data that will be backed up and the frequency at which it is backed up will depend on the selections that you make in your application form or other agreement with us.
- 11.2 You can select a standard or an enhanced Managed Backup service as described below:
- (a) Standard Managed Backup service: the service backs up data that is not otherwise in use by the system or its users at the time of the backup.
 - (b) Enhanced Managed Backup service: the service backs up data that is in use by the system or its users at the time of backup for certain application software configurations.
- 11.3 If you select a Standard Managed Backup service, your Managed Backup Service will not backup active or open files.

Service eligibility

- 11.4 You must acquire all telecommunications services you use for carrying voice or data to or from your Managed Backup service only from Telstra unless Telstra agrees otherwise.

Service features

- 11.5 If you have a Co-location service with us, we will provide you with assistance on the most appropriate way to set up your co-located equipment to work in conjunction with the Managed Storage service. However, we will not be liable for any loss that you suffer as a result of that assistance.

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- 11.6 If you have files that you wish to exclude from the Managed Backup service, you must notify us of these files and we will agree which files will be excluded.

Service charges

- 11.7 The charges for your Managed Backup service are set out in your application form or other agreement with us.

Service limitations

- 11.8 We may not be able to provide you with the Managed Backup service if you make certain changes to your equipment. For this reason, we need you to tell us when you make changes that could affect the Managed Backup service so that we can let you know if we think that your service will be compromised. For example, you must tell us when you:
- (a) make changes to the operating system;
 - (b) make changes to your file system; and
 - (c) make database updates or implement outages.

Minimum term

- 11.9 The minimum term for your Managed Backup service is 24 months unless otherwise agreed with us.

Service levels

- 11.10 The service levels for the Managed Backup service are set out in the Service Level section of this section of Our Customer Terms.

12 MANAGED FACILITIES - CO-LOCATION

Service description

- 12.1 Co-location is a service where we house your equipment at a managed data centre in a secure managed environment. We will connect your equipment to the public or private network (as selected by you).
- 12.2 If you select the managed data centre in Canberra, the service will meet the ASIO T4 "Highly Protected" certification.
- 12.3 We allow you to terminate 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.

Service eligibility

- 12.4 You must acquire all telecommunications services you use for carrying voice or data to or from your Co-location service only from Telstra unless Telstra agrees otherwise.
- 12.5 You are required to have a minimum number of services with us to have a Co-location service. These services are set out in your application form or other agreement with us. We may cancel your Co-location service if you cancel any of your services specified in your application form or other agreement with us.

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Service features

12.6 The Co-location service has the following features:

- (a) an agreed number of cabinets for your equipment;
- (b) subject to the availability service levels that we offer, power supply to a maximum of 0.5kVa for each 1/3 of a cabinet and 1.5kVa for each cabinet (if you require more power than this, you need to obtain our written consent and you may need to pay an additional charge);
- (c) automatic fire detection and prevention system;
- (d) underfloor power supply for at least 1 power rail (however, we do not promise uninterruptible power supply);
- (e) a controlled environment which is suitable for the equipment and power supply that is described above (for example, temperatures that are within normal range for the equipment that you specify in your application form or other agreement with us);

12.7 We provide access to two underfloor power rails for the Co-location service. It is your responsibility to connect the Co-location service to the two underfloor power rails. We only provide underfloor power supply for at least one power rail (however, we do not promise uninterruptible power supply). We recommend that you connect the Co-location service to the two underfloor power rails to assist with redundancy, so it is more likely that your power supply will be uninterrupted (for example, if one underfloor power rail is not available, it is likely that your other underfloor power rail will be).

12.8 You can ask us to provide a tape back-up service for an additional charge if this service is available at the managed data centre where your equipment is housed. We will use the back-up media that you specify and store that media at our managed data centre.

12.9 You can ask us to retrieve tapes for you. We will only retrieve tapes once each day.

Service charges

12.10 The charges for your Co-location service are set out in your application form or other agreement with us.

Service limitations

12.11 We will connect your equipment to the public or private network however the public or private network is not part of the Co-location service.

Service installation

12.12 You are responsible for the installation of your equipment in the cabinet space that we agree with you including installing your equipment in accordance with the User Guide that we make available to you at www.telstra.com.au/managedict (as amended from time to time).

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

12.14 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.

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- 12.15 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. 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.

Access to our managed data centre

- 12.16 You must comply with the User Guide that we make available to you at www.telstra.com.au/managedict (as amended from time to time). You must also comply with our reasonable directions when accessing our managed data centre including occupational health and safety standards that are applicable to the managed data centre. If you fail to comply with the User Guide or our reasonable directions, we may cancel or suspend your Co-location service.
- 12.17 You can specify a reasonable number of personnel to be your authorised persons that will have access to the managed data centre. You must advise us of your authorised persons in writing before they seek access to the managed data centre. You must confirm to us, the status of your authorised persons every three months. For contact information please visit our Contact Us tab at www.telstra.com.au/managedict.
- 12.18 Before being granted access to a managed data centre, we may require your authorised persons to:
- (a) identify themselves to us, present a photo identification card acceptable to us, and log their time of arrival and any equipment with the escort and/or security guard;
 - (b) be appraised of and follow our fire evacuation, occupational health and safety and other site procedures and regulations (for example, by completing an induction course with us);
 - (c) allow any containers, equipment or other material that your authorised persons wish to bring into a managed data centre to be inspected;
 - (d) not take anything into a managed data centre that we think is dangerous, unsuitable, or likely to interfere with other equipment or another person's access to the data centre. These items include (but not limited to):
 - (i) explosives and weapons;
 - (ii) radioactive material;
 - (iii) alcohol or illegal drugs;
 - (iv) cameras and recording devices;
 - (v) food and drink;
 - (vi) tobacco products;
 - (vii) any other objectionable material.

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- 12.19 You must give us at least 24 hours notice prior to your authorised personnel accessing the managed data centre.
- 12.20 If you require personnel other than your authorised persons to have access to our managed data centre and we consent to this, we may charge you an additional charge.
- 12.21 Access to managed data centres should generally be within the authorised times, which are as follows:

SITE	LOCATION	AUTHORISED TIMES
Adelaide	Flinders	24 hours x 7 days
	Waymouth	24 hours x 7 days
Brisbane	Woolloongabba	24 hours x 7 days
Canberra	Deakin	24 hours x 7 days
Melbourne	Clayton	9am to 5pm Business Days
	Exhibition	7am to 7pm Business Days
Perth	Wellington	24 hours x 7 days
Sydney	Pitt	7am to 7pm Business Days
	St Leonards	9am to 5pm Business Days
	Ultimo	7am to 7pm Business Days

- 12.22 If an authorised person requires access to our managed data centre after hours, we will make reasonable efforts to provide you with this access. However, our ability to provide access may be constrained by the availability of on-site staff to escort your authorised persons. We will charge you an additional charge for afterhours access. You must schedule the access via our service desk and provide us with the following information:
- (a) company name;
 - (b) account ID;
 - (c) password;
 - (d) names of authorised persons;
 - (e) date, time and expected duration of intended visit;
 - (f) whether you need logical or physical access to the data centre;
 - (g) any other special requirements; and
 - (h) any other information we reasonably ask for.
- 12.23 Your personnel are only authorised to access a managed data centre in the presence of Telstra staff. When you are at a data centre, you must:
- (a) not touch, interfere with or connect anything to any items of equipment (other than your Customer Equipment or where such connection has been approved by Telstra

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Hosting Product Management in advance);

- (b) not harass any person;
- (c) not engage or assist in any unlawful activity; and
- (d) comply with our reasonable directions;
- (e) keep clean and tidy all areas in which you have performed work.

12.24 When leaving a Telstra managed data centre, you must ensure 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 data centre to be inspected; and
- (d) allow Telstra staff to escort them out of the data centre and out of the building.

12.25 We reserve our right to refuse any person access to a Telstra managed data centre at any time, including for security reasons or to maintain the service we provide to you and our other customers.

Minimum term

12.26 The minimum term for your Co-location service is 12 months unless otherwise agreed with us.

Service Levels

12.27 The service levels for the Co-location service are set out in the Service Level section of this section of Our Customer Terms.

Your responsibility

12.28 You must ensure that:

- (a) your equipment does not use more than the maximum power that is specified above (unless we consent in writing to a different maximum power supply in which case, you must pay an additional charge for the power and ensure that your equipment does not use more than the agreed maximum power supply);
- (b) the size and weight of your equipment does not exceed more than the maximum size 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); and
- (c) you comply with the User Guide that we make available to you at www.telstra.com.au/managedict (as amended from time to time).

12.29 We may cancel your service if you do not comply with:

- (a) the maximum power obligations set out above; or

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- (b) the User Guide that we make available to you at www.telstra.com.au/managedict (as amended from time to time).

12.30 We may suspend your Co-location service if you do not comply with your other responsibilities relating to your Co-location service. We will notify you of the reason for your suspension as soon as possible and you will have 30 days to fix your breach. If after this 30 days period you still do not comply with your responsibilities, we may cancel your service.

13 SERVICE LEVELS

General

13.1 If there are any inconsistencies between the service levels and the terms set out for each service, the terms set out for each service prevail to the extent of inconsistency.

What are our service levels?

13.2 Unless a service level exclusion applies, we aim to meet the service levels for your service. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them. The service levels will either be:

- (a) the service levels applicable to the default Service Level Grade for your service (as explained below); or
- (b) if you upgrade your Service Level Grade for your service (as explained below), the service levels applicable to the Service Level Grade that we agree with you.

13.3 We offer three grades of service, each with different service levels. These are gold, silver and bronze ("Service Level Grade"). The service levels for each grade of service are described in Table 1.

13.4 We offer service levels that are common across all services and for some services, service levels that are specific to a particular service.

13.5 We provide most of our services with a default Service Level Grade. The default Service Level Grade for each service is specified in Table 2.

13.6 For some services, you can apply to upgrade your Service Level Grade. We specify which Service Level Grades are available in the Table 2.

Service level charges

13.7 You do not have to pay an additional charge for the default Service Level Grade. If you enhance your Service Level Grade, the charges for the applicable Service Level Grade are set out in your application form or other agreement with us.

Table 1 - Service Level Table

13.8 The table below summaries the common service levels that we aim to meet Service Level Grade.

SERVICE LEVEL	SERVICE LEVEL GRADE		
	GOLD	SILVER	BRONZE

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	MISSION CRITICAL	BUSINESS CRITICAL	BUSINESS IMPORTANT
Service Support Coverage Hours	24 hours x 7 days	24 hours x 7 days	7am-7pm x 5 days (Monday to Friday excluding public holidays)
Service Availability	99.9%	99.7%	99.4%
Incident Reactive Detection (Service Desk)	✓ (during service support coverage hours)	✓ (during service support coverage hours)	✓ (during service support coverage hours)
Proactive Detection of Incidents (Monitoring)	24 hours x 7 days	24 hours x 7 days	24 hours x 7 days
Service Activation (New Service)			
Minor	10 business days	15 business days	20 business days
Standard	30 business days	35 business days	40 business days
Major	On Application	On Application	On Application
Move, Add or Change (Existing Service)			
Minor	2 business days	3 business days	5 business days
Standard	5 business days	10 business days	15 business days
Major	On Application	On Application	On Application
Incident Response Time			
Severity 1	15 minutes	15 minutes	15 minutes
Severity 2	30 minutes	30 minutes	30 minutes
Severity 3	2 hours	4 hours	6 hours
Severity 4	2 hours	8 hours	12 hours
Incident Restoration Time			
Severity 1	2 hours	4 hours	8 hours
Severity 2	4 hours	8 hours	12 hours
Severity 3	8 hours	next business day*	next business day*
Severity 4	next business day*	within 4 business days*	within 5 business days*

**provided the incident is logged before 1pm.*

Table 2 - Service Level Grade Table

13.9 The table below summaries the:

- (a) default Service Level Grade for each service; and
- (b) the Service Level Grades that you can apply to upgrade to.

SERVICE LEVEL	SERVICE LEVEL GRADE
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	GOLD	SILVER	BRONZE
Managed Applications			
Exchange Mail	Not Available	Not Available	✓ Included
Website Hosting	Not Available	Not Available	✓ Included
Managed Security			
Managed Content Security	✓ Included	Not Available	Not Available
Managed Firewall	✓ Included	Not Available	Not Available
Managed Intrusion Protection	✓ Included	Not Available	Not Available
Managed VPN	✓ Included	Not Available	Not Available
Managed Computing			
Managed Utility Computing	✓ Included	Not Available	Not Available
Managed Dedicated Computing	✓ Available (On Application)	✓ Included	Not Available
Managed Information			
Managed Storage	✓ Included	Not Available	Not Available
Managed Backup	✓ Included	Not Available	Not Available
Managed Facilities			
Co-Location	Not Available	✓ Included	Not Available

Service Levels - Managed Applications

13.10 We aim to meet the following additional service levels for the Exchange Mail service:

SERVICE LEVEL	SERVICE LEVEL GRADE		
	GOLD	SILVER	BRONZE
Data Backup Regime (daily retained)	On-site	N/A	N/A
Data Backup Regime (weekly retained)	Off-site	N/A	N/A

Service Levels - Managed Security

13.11 We aim to meet the following additional service levels for the Managed Firewall service:

SERVICE LEVEL	SERVICE LEVEL GRADE		
	GOLD	SILVER	BRONZE

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SERVICE LEVEL	SERVICE LEVEL GRADE		
	GOLD	SILVER	BRONZE
Policy Change Acknowledgement	2 hours	N/A	N/A
Service Availability ¹	99.9%	N/A	N/A
Shared Option			
Policy Change Implementation (Select Plan Only)	8 hours	N/A	N/A
Policy Change Implementation (Standard Plan Only)	24 hours	N/A	N/A
Emergency Change Request (Select Plan Only)	2 hours	N/A	N/A
Dedicated Option			
Security Event Monitoring	15 Minutes	N/A	N/A
Policy Change Implementation (Select Plan Only)	8 hours	N/A	N/A
Policy Change Implementation (Standard Plan Only)	24 hours	N/A	N/A
Proactive System Monitor (Select Plan Only)	15 Minutes	N/A	N/A
Proactive System Monitor (Standard Plan Only)	30 Minutes	N/A	N/A
Emergency Change Request (Select Plan Only)	2 hours	N/A	N/A

1) To achieve a Service Availability of 99.9% the service must be in a High Availability (HA) configuration.

13.12 We aim to meet the following additional service levels for the Managed Intrusion Protection service:

SERVICE LEVEL	SERVICE LEVEL GRADE		
	GOLD	SILVER	BRONZE
Service Availability ¹	99.9%	N/A	N/A
Shared Option			
Security Incident Response (Select Plan)	15 Minutes	N/A	N/A

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Only)			
Proactive Security Signatures Updates (Select Plan Only)	48 hours	N/A	N/A
Dedicated Option			
Policy Change Acknowledgement	2 hours	N/A	N/A
Policy Change Implementation (Select Plan Only)	8 hours	N/A	N/A
Policy Change Implementation (Standard Plan Only)	24 hours	N/A	N/A
Security Incident Response (Select Plan Only)	15 Minutes	N/A	N/A
Security Incident Response (Standard Plan Only)	30 Minutes	N/A	N/A
Proactive Security Signatures Updates (Select Plan Only)	48 hours	N/A	N/A
Proactive Security Signatures Updates (Standard Plan Only)	72 hours	N/A	N/A
Proactive System Monitor (Select Plan Only)	15 Minutes	N/A	N/A
Proactive System Monitor (Standard Plan Only)	30 Minutes	N/A	N/A

1) To achieve a Service Availability of 99.9% the service must be in a High Availability (HA) configuration.

13.13 We aim to meet the following additional service levels for the Managed VPN service:

SERVICE LEVEL	SERVICE LEVEL GRADE		
	GOLD	SILVER	BRONZE
Policy Change Acknowledgement	2 hours	N/A	N/A
Policy Change Implementation	24 hours	N/A	N/A
Proactive System Monitor	15 Minutes	N/A	N/A
Service Availability ¹	99.9%	N/A	N/A

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1) To achieve a Service Availability of 99.9% the service must be in a High Availability (HA) configuration.

Service Levels - Managed Information

13.14 We aim to meet the following additional service levels for the Managed Backup service:

SERVICE LEVEL	SERVICE LEVEL GRADE		
	GOLD	SILVER	BRONZE
Ad hoc Backup Start Time (Time frame to implement request)	6 hours	N/A	N/A
Data Restore Request Start time (Time frame to implement request)	6 hours	N/A	N/A

Service Levels - Rebate

13.15 If we fail to meet the Service Availability service level set out in Table 1 of this section of Our Customer Terms, you may apply for rebate in accordance with this clause. If:

- (a) your service is unavailable due to a problem caused by us and outside any nominated Telstra service window; and
- (b) the total unavailability of your service in a month is greater than the average downtime allowed in each month under the Service Availability service level which corresponds to your service,

then you may apply for a rebate of 5% of your monthly service fee for each 30 minute block of unavailability exceeding the threshold contemplated under section (b) above to a maximum of 100% of your monthly service fee.

13.16 Any rebate will be applied to your Telstra bill (at the end of the billing cycle).

13.17 Service level rebates only apply to the following services:

- (a) Managed Security
 - (i) Managed Content Security
 - (ii) Managed Firewall
 - (iii) Managed Intrusion Protection
 - (iv) Managed VPN
- (b) Managed Computing
 - (i) Managed Utility Computing
 - (ii) Managed Dedicated Computing

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- (c) Managed Information
 - (i) Managed Storage
 - (ii) Managed Backup

Description of service levels

13.18 We have set out a description of the service levels in the below table.

SERVICE LEVEL	DESCRIPTION
Service support coverage hours	The time frame that the service desk will be available for you to log incidents and ask for our help. The coverage hours are in Australian Eastern Standard Time.
Service availability	<p>In a calendar month the service availability is expressed by the following ratio (expressed as a percentage):</p> $\frac{\text{Total time in month} - \text{SMW time} - \text{service outage time}}{\text{Total time in month} - \text{SMW time}}$ <p>SMW has the meaning given below.</p> <p>Service outage time means unscheduled outage time (for example, for emergency outages).</p>
Reactive detection of incidents (Service Desk)	We aim to resolve incidents that are reported by you within the support coverage hours.
Proactive detection of incidents (Monitoring)	We proactively monitor incidents and aim to resolve those incidents.
Response time for incidents	Measured from the time that you log an incident to the time that we respond to the incident. You can log an incident at any time however we will only respond to an incident within the support coverage hours. If you log a call outside of the support coverage hours, the time will be measured from the beginning of the next support coverage hours.
Restoration time for incidents	Measured from the time you log an incident to the time that your service is restored. You can log an incident at any time however we will only resolve an incident within the support coverage hours.
Schedule Maintenance Window (SMW)	1am to 3am every Sunday and Wednesday AEST, except for the Managed Backup service which is 2.00pm to 6.00pm daily.
Change implementation time	The time frame that we take to implement a

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SERVICE LEVEL	DESCRIPTION
	change request.
Severity Level 1	An incident, in our discretion, which causes a critical part of your service to not be available or working correctly which results in daily operations being significantly impaired.
Severity Level 2	An incident, in our discretion, which causes a material part of your service to not be available or working correctly which results in limited functionality for a significant part of daily operations.
Severity Level 3	An incident, in our discretion, which causes a material part of your service to not be available or working correctly which can be tolerated for a short period or there is a workaround available that results in minimal impact to your business.
Severity Level 4	An incident which we agree to be all other incidents that are not Severity 1, 2 or 3.

Service level exclusions

13.19 We will not be liable for failure to meet a service level where:

- (a) the failure is caused by you or as a result of your breach of an obligation;
- (b) you fail to follow our reasonable directions;
- (c) where you do not provide us with full and accurate information about the incidents that you report to us.

13.20 We may not rectify all incidents as part of your Service Level Grade. We may charge you, and you agree to pay, our reasonable costs incurred in identifying, examining and rectifying any of the following faults:

- (a) faults resulting from interference caused by you or any person accessing your service using your password or access key or by your invitation;
- (b) faults caused by your negligence or the negligence of any person accessing your service using your password or access key or by your invitation;
- (c) faults due to wilful damage to your service by you or any person accessing your service using your password or access key or by your invitation;
- (d) faults as a result of your software being incompatible with the service; or
- (e) faults with your equipment that have not been caused by us.

Outages

13.21 Your service may not be available during the schedule maintenance windows referred to above.

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- 13.22 From time to time, we may need to implement an emergency outage to perform urgent work. Your service will not be available during an emergency outage. We aim to provide you with as much notice as possible before an emergency outage.

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SCHEDULE 1 CUSTOMER LICENSE TERMS

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"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

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13 LIABILITY FOR BREACH

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