

# OUR CUSTOMER TERMS CLOUD SERVICES – TELSTRA ADVANCED SERVICES

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# OUR CUSTOMER TERMS CLOUD SERVICES – TELSTRA ADVANCED SERVICES

## 1 APPLICABLE TERMS

- 1.1 In addition to this Telstra Advanced Services section of Our Customer Terms, unless we agree otherwise in writing, the following terms also apply:
- (a) General Terms of Our Customer Terms (see <http://www.telstra.com.au/customer-terms/business-government/index.htm>); and
  - (b) General Terms of the Cloud Services section of Our Customer Terms (see <https://www.telstra.com.au/customer-terms/business-government#cloud-services>); and
  - (c) the Professional Services section of Our Customer Terms (see <https://www.telstra.com.au/customer-terms/business-government#other-services>) – see clause 5.1 below; and
  - (d) other parts of the Cloud Services section of Our Customer Terms, depending on the nature of the products and services that you receive from us.

For an explanation of the interrelationship between the various sections of Our Customer Terms see clause 1 of the General Terms of the Cloud Services section of Our Customer Terms at the link above.

## 2 WHAT IS TELSTRA ADVANCED SERVICES?

- 2.1 The Telstra Advanced Services give you access to a team of cloud experts who can provide the following assistance in relation to the on-boarding or use of your Eligible Telstra Cloud Service:
- (a) **service management:** providing advice in relation to best practice architecture and assisting with solution design and cost optimisation solutions;
  - (b) **infrastructure management:** assisting with, and providing advice in relation to, the implementation of monitoring, orchestration, and patching;
  - (c) **security management:** providing advice in relation to best practice security policies and solutions;
  - (d) **application services:** assisting with, and providing advice in relation to, the implementation of application tools (which for clarity, excludes application development or configuration services);
  - (e) **network management:** assisting with the design of your network setup, and provide advice in relation to best practice options and solutions; and
  - (f) **backup & disaster recovery:** assisting with the design of your back-up and disaster recovery options, and providing advice in relation to best practice options and solutions,

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(the “**Telstra Advanced Services**”).

## 3 ELIGIBILITY AND LIMITATIONS

- 3.1 To be able to use the Telstra Advanced Services, you must
- (a) have a valid ABN or ACN;
  - (b) be based in Australia;
  - (c) have one or more of the following cloud services with us:
    - (i) Amazon Web Services (AWS);
    - (ii) Microsoft Azure;
    - (iii) Cloud Infrastructure; and
    - (iv) Cloud Gateway (formerly Cloud Direct Connect);
    - (v) Telstra Programmable Network (TPN),(each an “**Eligible Telstra Cloud Service**”).
- 3.2 We only provide the Telstra Advanced Services in Australia and in relation to the Eligible Telstra Cloud Services.

## 4 CHARGES AND PACKAGES

- 4.1 When you take up the Telstra Advanced Services, you will purchase a pre-agreed number of service hours (“**Service Hours Package**”), as set out in your online application, your application form or separate agreement with us.
- 4.2 The relevant fees and charges for your Telstra Advanced Services and your initial Service Hours Package, are set out in the Pricing Guide (see: <https://www.telstra.com.au/content/dam/tcom/business-enterprise/network-services/cloud-services/pdf/telstra-advanced-services-price-guide.pdf>). We will invoice you for the applicable fees and charges at the end of the billing cycle during which you purchase a Service Hours Package from us.
- 4.3 Each time we provide Telstra Advanced Services to you, we will deduct the agreed number of hours from the then-current number of hours remaining in your Service Hours Package. If you run out of hours, we will not provide any Telstra Advanced Services to you unless you purchase a new Service Hours Package in accordance with clause 4.1.
- 4.4 If, as part of your Telstra Advanced Services, you ask us and we agree to purchase anything on your behalf we will charge you an amount corresponding to the price we paid on your behalf. We will only incur such fees and charges on your behalf if we have your prior written approval.

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## 5 HOW WE SUPPLY THE SERVICES TO YOU

### Terms of supply

- 5.1 We will supply the Telstra Advanced Services to you in accordance with this Telstra Advanced Services section of Our Customer Terms and the Professional Services section of Our Customer Terms.
- 5.2 The terms of this Telstra Advanced Services section of Our Customer Terms prevail over the terms of the Professional Services section of Our Customer Terms to the extent of any inconsistency.

### Ordering Services

- 5.3 Once you have purchased a Service Hours Package from us, you can order Telstra Advanced Services capabilities from us via the email address set out below, or any other email address or other means of communication we notify you from time to time (“**Contact Details**”):

[advancedservices@telstracloudpremiumservices.zendesk.com](mailto:advancedservices@telstracloudpremiumservices.zendesk.com)

- 5.4 Each time you order Telstra Advanced Services capabilities from us as set out in clause 5.3, following the receipt of your request:
- (a) we will use best endeavours to respond to your request on the same business day if your request is submitted before 3pm (AEST) on a business day, or otherwise on the next business day; and
  - (b) we will respond to you and confirm:
    - (i) that the requested services can be delivered;
    - (ii) whether you have enough hours remaining on your Service Hours Package, or whether you need to purchase a new Service Hours Package from us;
    - (iii) the number of hours that will be deducted from your Service Hours Package for the performance of the relevant services; and
    - (iv) any applicable assumptions and exclusions,(our “**Response**”).
- 5.5 If you do not have enough hours available on your Service Hours Package to allow us to provide the services and deduct the number of hours set out our Response, we will not provide those services to you unless and until you purchase a Service Hours Package with enough hours to allow us to provide the services and deduct the relevant number of hours set out in our Response.
- 5.6 Subject to clause 5.5, once you confirm with us that you agree with details set out in our Response (including specifically the scope of the services, the proposed number of hours that that will be deducted from your Service

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Hours Package for the performance of the relevant services, and any applicable assumptions and exclusions), then:

- (a) our Response and your confirmation under this clause 5.6 form a Statement of Work for the purposes of the Professional Services section of Our Customer Terms;
- (b) we will provide the agreed services to you in accordance with our Response and this Telstra Advanced Services section of Our Customer Terms; and
- (c) we will deduct the agreed number of hours from your Service Hours Package.

5.7 You must not use any other email address or means of communications to contact or communicate with us in relation to your Telstra Advanced Service.

### **Business hours**

5.8 We only provide the Telstra Advanced Services on business days between 9am to 8pm (AEST)(excluding Saturdays, Sundays and public holidays).

## **6 YOUR TASKS AND OBLIGATIONS**

6.1 To enable us to provide the Telstra Advanced Services to you, you must:

- (a) comply with all of our reasonable directions, instructions and requests in relation to the Telstra Advanced Services;
- (b) provide us with full and safe access to your sites and any necessary equipment, data, applications, platforms, accounts, materials, information (including configuration information) and all facilities, services or accessories reasonably required for us to provide the Telstra Advanced Services;
- (c) nominate a person who will act as a single point of contact between us and you (including for the purpose of co-ordinating training in relation to the Telstra Advanced Service) and ensure that this nominated person is available to liaise with us during business hours; and
- (d) notify us of any change to your services or equipment that is relevant to or likely to affect the Telstra Advanced Services we provide to you.

6.2 If, for the purpose of providing the Telstra Advanced Services to you, we need to access:

- (a) your premises, you must:
  - (i) ensure that your premises are safe and comply with all applicable health, safety, environment and community laws and regulations; and

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- (ii) obtain any consents required, and pay for any site access and induction fees necessary, to enable our personnel to access your premises for the purposes of providing the Telstra Advanced Services to you; or
  - (b) any account (including accounts with third party service providers, such as Amazon or Microsoft) you hold in connection with your Eligible Telstra Cloud Service, you must ensure that we have access to that account, in which case we recommend that you create a user under your account for us.
- 6.3 You must not alter, tamper, reverse engineer, repair or attempt to repair any equipment provided or made available to you as part of the Telstra Advanced Services or cause, or allow, any person to do any of these acts or things.

### **7 TERM**

- 7.1 Your Service Hours Package (and all hours included) on the date that is 12 months from the date on which you purchase your Service Hours Package.