



OUR CUSTOMER TERMS

TELSTRA ENTERPRISE SUPPORT SERVICES

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TELSTRA ENTERPRISE SUPPORT SERVICES

1 ABOUT THIS SECTION

- 1.1 This is the Telstra Enterprise Support Services section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government> also apply, unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.
- 1.3 In addition to the terms set out in this TESS section of Our Customer Terms, service specific details for each component of your TESS are set out in the individual Application Form(s) for Support Services.
- 1.4 The "Common Terms" part of this TESS section of Our Customer Terms set out in PART A contains the general terms applying to all of the services available as part of the TESS.
- 1.5 The individual Support Services sections set out in PART B contains the terms that apply specifically to each individual Support Service, and your Application Form contains details of the particular Support Services that you acquire from us.
- 1.6 If there is any inconsistency between:
 - (a) the General Terms of Our Customer Terms;
 - (b) this Common Terms part of this TESS section of Our Customer Terms;
 - (c) the individual Support Service sections of this TESS section of Our Customer Terms (to the extent relevant to the services you actually acquire from us, as set out in the applicable Application Form);
 - (d) the individual Application Form(s) for Support Services; and
 - (e) any Special Conditions set out in the individual Application Form(s) for Support Services,

then the document listed later prevails to the extent of the inconsistency.



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PART A – COMMON TERMS

2 TELSTRA ENTERPRISE SUPPORT SERVICES

- 2.1 TESS is a collection of managed network services to assist you with management of an agreed scope of your equipment located at the relevant site(s) as set out in your applicable Application Form (**Equipment**). Any changes to the managed Equipment, or the location of the managed Equipment, must be agreed by us in writing.
- 2.2 Unless otherwise stated or agreed with you in writing, all TESS are delivered remotely.
- 2.3 In addition to the terms set out in this section, service specific details for each component of the TESS are set out in Part B Support Services section.
- 2.4 The features and functionality of TESS are dependent on the capabilities of the Equipment being managed and the ability of our systems to connect to the managed Equipment to obtain information.

Eligibility

- 2.5 To be and to remain eligible to receive TESS, you must (unless we advise you otherwise):
- (a) have and maintain an ABN and be an Enterprise customer of Telstra (unless we otherwise agree); and
 - (b) have and maintain, at your cost, valid licences and subscriptions for all Equipment.
- 2.6 TESS is not available to Telstra Wholesale customers or for resale.

3 SERVICE COMPONENTS

Support Services

- 3.1 The Support Services available as part of TESS are:
- (a) L2 Network Support and L3 Network Support;
 - (b) Incident Management;
 - (c) Request Fulfillment;
 - (d) Backup and Disaster Recovery;
 - (e) System Patching;
 - (f) System Upgrades;
 - (g) Firewall and Security Management;
 - (h) L1 Help Desk and End User Support (Remote);
 - (i) L1 Field Services and Onsite Support; and



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(j) Network Monitoring.

- 3.2 The Support Services listed in clause 3.1(a) to 3.1(e) must all be ordered together, they cannot be ordered individually. Otherwise, the Support Services are available to order individually. Further detail about each Support Service is set out in the relevant section of Part B Support Services section.
- 3.3 If we agree to provide Support Services, these will be further described in a separate Application Form, which may include terms in addition to this TESS section of Our Customer Terms.

Service Transition

- 3.4 You must provide all assistance and information requested by us to facilitate the transition of your managed Equipment into the TESS.

4 ORDERING AND TERM

Ordering

- 4.1 You may request Support Services from us from time to time. In response to a request, we will provide you with an Application Form for the relevant Support Services for your review.
- 4.2 You must complete and sign your Application Form and return it to us in order to receive the relevant Support Services.

Changes

- 4.3 You may request changes to the Support Services (including the managed Equipment) from time to time (**Contract Change Request**).
- 4.4 If we agree to accept a Contract Change Request, we will inform you of the necessary changes to your Support Services (including any relevant changes to the terms, fees and charges and specifications).
- 4.5 Any changes to the Support Services in response to a Contract Change Request will not be effective unless and until the parties agree in writing.

Term

- 4.6 Your TESS will start on the Commencement Date set out in the relevant Application Form and will continue for the period specified in that Application Form (**Initial Term**).
- 4.7 Unless otherwise set out in the applicable Application Form:
- (a) if the Initial Term is longer than one month (**Fixed Term**), it will automatically renew at the end of the Initial Term on a month-to-month basis for a maximum of 6 renewal periods (that is, a maximum of 6 additional months) (**Renewal Term**) unless terminated earlier in accordance with clause 15 below; and
 - (b) if your Initial Term is one month or less, it will automatically continue until terminated by either party giving the other at least 7 days prior written notice.



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- 4.8 If your Initial Term is a Fixed Term, we will provide you will reasonable advance notice that your Initial Term is about to be renewed before the first monthly renewal (but not each subsequent renewal period).

5 FEES AND CHARGES

Fees

- 5.1 The fees and charges for your TESS are set out in the applicable Application Form (**Fees**).
- 5.1 You must pay us the Fees at the times set out in the Application Form (if any), or otherwise in accordance with Our Customer Terms or your separate agreement with us. Further terms for fees for your TESS may also be set out in your Application Form.
- 5.2 Billing for the for the Fees for your TESS will begin on the date that we agree with you (**Billing Commencement Date**).
- 5.3 Some components of the TESS may be provided or completed post the Billing Commencement Date.
- 5.4 If any Support Services are unable to be onboarded, or performed by us due to a delay caused by:
- (a) your failure to complete your responsibilities or obligations under your agreement with us for the TESS; or
 - (b) any other third-party reason where the third party is acting on your behalf and for which we are not directly responsible,

we will advise you in writing of the Billing Commencement Date which will be no later than 45 days from the Commencement Date.

Fee Review

- 5.5 Unless otherwise stated and subject to clauses 4.4, 5.7 and 5.8, for TESS on a Fixed Term, the Fees will remain fixed for the first 12 months from the Commencement Date. Upon the completion of each annual anniversary of the Commencement Date, the then current Fees may be adjusted in accordance with the clause below.
- 5.6 We may by giving you reasonable advance notice, increase the Fees annually by a percentage amount no greater than CPI. In this clause 5.6, **CPI** means the percentage annual change in the Consumer Price Index All Groups weighted average for the 8 capital cities as published by the Australian Bureau of Statistics for the quarter immediately before the date of our fee increase notice.
- 5.7 We may rely on third party goods or services in order to provide the TESS to you (**Third Party Goods and Services**). If the cost of acquiring or procuring such Third Party Goods and Services from the relevant third party provider increases, then we may increase our charges to you in respect of those Third Party Goods and Services by a reasonable amount corresponding to the increase in the cost of acquiring or procuring such Third Party Goods and Services from the relevant third party provider. We will provide you with reasonable advance written notice of any such increase.



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- 5.8 Unless otherwise stated in your agreement with us, if the increased fee which we notify to you under clauses 5.6 or 5.7 is more than 20% of the Fees immediately prior to the date of our notification, you may cancel the Support Services by written notice to us within 5 Business Days of the date we notify you of the increased fees. Where you exercise this right to cancel, you must pay us for all Support Services provided up to the date of cancellation and must pay any additional charges specified in your agreement with us.

6 SERVICE GOVERNANCE

- 6.1 As part of the TESS, we will provide you with access to a Service Delivery Manager (**SDM**) to manage the Service Levels of your TESS, as further set out in this clause 6.
- 6.2 The SDM will:
- (a) be responsible for ensuring, in accordance with this TESS section of Our Customer Terms, that the Service Level Targets are met in our provision of the Support Services;
 - (b) serve as the primary point of contact for your service owner and key customer stakeholders; and
 - (c) be the escalation point for high-priority Incidents or complex customer issues.
- 6.3 The SDM will not be responsible for:
- (a) change management activities, unless otherwise set out in this TESS section of Our Customer Terms;
 - (b) internal customer adoption efforts for the managed Equipment;
 - (c) legal, regulatory, or audit documentation production;
 - (d) training activities;
 - (e) technical resolution of Cases or Incidents;
 - (f) business support outside of Business Hours; and
 - (g) billing enquiries (for which your Telstra Account Manager will remain your key contact).

7 MONITORING

- 7.1 Based on the information supplied by you at the commencement of your Support Services, we may:
- (a) set up a monitoring and alerting system;
 - (b) if applicable, supply, configure, and install monitoring tools, software agents or probes as required by our Service Management System or as otherwise reasonably required to:



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- (i) remotely monitor and manage any Support Services or managed Equipment that require those tools; or
- (ii) provide the Support Services to you;
- (c) document and update service-related information about your managed Equipment, as well as configuration of our alerting system;
- (d) validate the monitoring tools and processes for your managed Equipment; and
- (e) implement or activate remote monitoring and management (**RMM**) tools, linking them to your managed Equipment. These tools may include admin access and the associated management portal and, if we determine it is needed, installation of local software agents and probes within your environment to allow increased visibility and control.

8 SERVICE LEVELS

Support Requests

- 8.1 If you require our support with your managed Equipment or to report an Incident (where such support or Incident reporting is within the scope of the Support Services you have purchased), you can submit a request to us (**Support Request**) in accordance with this TESS section of Our Customer Terms. You can initiate a Support Request by phone, email or the Service Management System, which is then a "**Customer Initiated Request**".
- 8.2 When initiating a Support Request, you must:
 - (a) ensure that it is only lodged by the authorised representative you nominate to us for your business (except for Level 1 requests, which can be lodged by individual end users); and
 - (b) provide us with any reasonable information we request from you.
- 8.3 All Customer Initiated Requests and System Initiated Requests reported will be logged as a "**Case**".
- 8.4 We will respond to Cases during Business Hours only, unless otherwise expressly set out in the Support Services section of this TESS section of Our Customer Terms for the relevant Support Service.
- 8.5 You acknowledge and agree that we are not responsible or liable for any loss or damage you incur or suffer in connection with our implementation of any third-party update, patch or fix into your managed Equipment, except to the extent such loss or damage was caused by our negligence, or our breach of Our Customer Terms or your separate agreement with us (as applicable) (and in the event of such negligence or breach, subject to the terms of Our Customer Terms or your separate agreement with us).

Case Management

- 8.6 All new Cases will undergo an initial assessment of impact and urgency to determine the priority level using the matrix set out below (**Priority Matrix**). If you do not agree with the



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assigned priority level for a Case, you can request us to review the assigned priority level. If a common position on the priority of Case cannot be agreed upon, our initial priority level assignment will apply.

- 8.7 The criteria for resolution are agreed as part of the initial impact assessment. Upon resolution, we will contact the originator or your specified contact to advise of the resolution and confirm the criteria for resolution have been met prior to closing the ticket.
- 8.8 If we are unable to contact the originator or your specified contact, a notification will be sent to you and the ticket automatically closed after 24 hours.
- 8.9 Below is the matrix we use to assess Cases:

SEVERITY		IMPACT			
		Critical	High	Medium	Low
URGENCY	Critical	P1	P2	P3	P3
	High	P2	P2	P3	P4
	Medium	P3	P3	P4	P4
	Low	P3	P4	P4	P4

- 8.10 The above priorities are defined in the table below:

URGENCY			
Critical	High	Medium	Low
All operations or activities have ceased	Operations or activities are severely degraded	Operations are continuing but capacity limited	No effect on operations
IMPACT			
Critical	High	Medium	Low
Critical business function is impacted	An important business function impacted	Administration functions impacted	Limited or No impact

- 8.11 Where requested, you must:
- (a) during Business Hours; and



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(b) After Hours for P1 and P2 Cases,

make available appropriately skilled persons while a Case is being managed.

Service Level Targets

- 8.12 We aim, but do not guarantee, to meet the Response Time Target and Resolution Time Target for the Support Services as set out in clause 8.15 (**Service Level Targets**).
- 8.13 Response time is calculated using the table in clause 8.15 and is measured from the time at which the Case is logged in our Service Management System (**Response**).
- 8.14 Resolution time is calculated from the time of the Response until the relevant service is restored or the request is completed (**Resolution**).
- 8.15 Unless otherwise set out in this TESS section of Our Customer Terms or mutually agreed between us in writing, the table below sets out the Service Level Targets that we aim to meet.

Priority	Classification	Response Time Target	Resolution Time Target	Coverage
P1	Critical	1 hour	4 hours	As set out in your Application Form for the relevant Support Service
P2	High	2 hours	8 hours	As set out in your Application Form for the relevant Support Service
P3	Medium	4 Business Hours	2 Business Days	As set out in your Application Form for the relevant Support Service
P4	Low	8 Business Hours	5 Business Days	As set out in your Application Form for the relevant Support Service

Escalation to Third Party Providers

- 8.16 Where applicable to the relevant Support Service you have purchased from us, we will escalate Incidents to Vendors or third parties in accordance with the assigned priority and the terms of the relevant Vendor or third party support agreement held by you (to the extent that you notify us in writing of those terms).
- 8.17 We will provide updates to you as soon as reasonably practicable after they are made available to us by the relevant Vendor or third party.



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- 8.18 You acknowledge, we may be constrained by the level of Vendor or third party support you have in place as we have no control of Vendor or third party service levels or response obligations. Where you do not have an agreement in place with a Vendor, we cannot act on your behalf, and it will be your responsibility to engage the Vendor or third party on any Incidents and other support requests.

Service Level exclusions

- 8.19 We are not responsible for a failure to meet any Service Level Target to the extent it arises as a result of:
- (a) a breach of your obligations under this TESS section of Our Customer Terms (or your separate agreement with us), or the terms of any Application Form, or is otherwise caused by you;
 - (b) any period of Your Scheduled maintenance or any period of Our Scheduled Maintenance notified by us in advance;
 - (c) Incidents caused by your act, omission or change made by you, or by a third party on your behalf, or any third-party system or service outside of our control;
 - (d) circumstances outside of our reasonable control, including a natural disaster, act of government, utility failure, an industrial strike or an act of God;
 - (e) any delay or failure by you to perform any of your responsibilities under this TESS section of Our Customer Terms (or your separate agreement with us), or the terms of any Application Form, or provide in a timely manner any approval, access or information reasonably requested by us;
 - (f) any outage caused by a carrier or ISP infrastructure beyond your network demarcation point;
 - (g) your misconfiguration of any platform which directly impacts the managed Equipment;
 - (h) a catastrophic equipment failure due to an undocumented bug introduced by you or a third party on an application or IT system;
 - (i) you failing to comply with a request from us to maintain sufficient capacity or performance levels including but not limited to:
 - (i) sufficient storage capacity;
 - (ii) network bandwidth; or
 - (iii) compute capacity;such failure which directly impacts the managed Equipment;
 - (j) a failure or Incident caused by a third party (other than our contractors);
 - (k) limitations of your Vendor or third party support arrangement;



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- (l) service or resource reductions requested or approved by you (in writing), provided that we previously notified you in writing that the implementation of such request may result in our failure to meet the Service Levels;
- (m) your failure to conduct repairs on any equipment;
- (n) you not providing us with full and accurate information detailing any requests or relating to any Support Request made by you;
- (o) failing to follow our reasonable directions which directly impacts the managed Equipment or our ability to provide the TESS;
- (p) any failure which requires device/hardware replacement or on-site visits (to the extent such services are not included in the Support Services you have selected in the applicable Application Form); and
- (q) except to the extent we have agreed to provide on-site Support Services, any device or managed Equipment which is not connected on the network and is not remotely accessible.

8.20 We may not carry out all requests or rectify all Incident as part of the Service Levels and may charge you for our reasonable costs incurred in identifying, examining and rectifying any of the following Support Requests caused by you or any other party:

- (a) where you breach:
 - (i) your obligations under this TESS section of Our Customer Terms (or your separate agreement with us), or the terms of any Application Form;
 - (ii) the responsibilities assigned to you in relation to the relevant products as part of the managed Equipment; or
 - (iii) any documents provided by us as part of the managed Equipment;
- (b) due to a change, act or omission made by you, which causes damage and/or service degradation to physical or virtual environments supported under the TESS;
- (c) as a result of software or equipment (that is not provided by us or our contractors) being incompatible with a product, service or feature provided by us under the TESS; or
- (d) any support and maintenance outside our responsibilities.

Your Responsibilities

8.21 Unless otherwise included in the Support Services you purchase from us, you must have an established first line support function that handles all contact with end users and carries out a technical triage of any issues reported.

8.22 You must undertake appropriate triage methods to ascertain the business impact of an Incident and confirm the Incident is related to the managed Equipment before contacting us.



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Data Collection

- 8.23 You agree that we may collect and use your:
- (a) system health data;
 - (b) change data;
 - (c) Case history; and
 - (d) any other relevant data necessary to carry out Support Requests,
- in relation to your managed Equipment and as necessary to provide the TESS.

9 SCHEDULED MAINTENANCE

- 9.1 **"Scheduled Maintenance"** incorporates a period where works will be carried out that may or may not impact the managed Equipment.
- 9.2 You acknowledge that Scheduled Maintenance is required to keep systems working optimally and may require changes to a system and or an outage.
- 9.3 Scheduled Maintenance that will impact the managed Equipment must follow the Change Management Process.
- 9.4 For the purposes of any availability calculation or compliance with the Service Levels, systems that are unavailable for the duration of any Scheduled Maintenance will be deemed to be available and excluded from any Service Levels.

Your Scheduled Maintenance

- 9.5 **"Your Scheduled Maintenance"** incorporates Scheduled Maintenance to be undertaken by you, a Vendor or another third party, that does not involve the TESS or us.
- 9.6 You will advise us during Business Hours where it could be reasonably considered Your Scheduled Maintenance may impact the TESS at least 24 hours prior to carrying out any such Scheduled Maintenance.
- 9.7 All notifications should be sent to the Service Management System via the Support Request process outlined in this TESS section of Our Customer Terms.
- 9.8 You acknowledge that failure to comply with this section may result in additional charges should the TESS be impacted.

Our Scheduled Maintenance

- 9.9 **"Our Scheduled Maintenance"** is the scheduled maintenance we conduct on our networks and systems from time to time in accordance with our usual processes, technical requirements and risk management protocols. We will give you advance notice of Our Scheduled Maintenance.



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10 ESCALATION AND REMEDIATION

Telstra escalation

- 10.1 If, acting reasonably, you are not satisfied with our response to or resolution of a Case, you may raise your concern with us by following the escalation path set out in the table below.

Level	Role	When to Escalate	Contact Method
L2	Network Operations Centre	If L1 cannot resolve the Case within Resolution time, or if the Case is P1 or P2.	Escalate via phone or escalation email
L3	Principal Engineer / Senior Specialist	If L2 cannot resolve the Case within the Resolution time or for complex technical issues.	Escalate via phone or escalation email
L4	Service Delivery Manager	If you are dissatisfied with technical handling or for P1 Case exceeding the Service Levels.	Direct phone / email. Available 24/7 for P1.
L5	Senior Management	Contract issues, Service Level performance issues, or relationship concerns.	Written escalation to your Telstra Account Manager.

- 10.2 Following escalation by you in accordance with clause 10.1 we may develop and adopt a remediation plan addressing, as far as reasonably practicable, the prevention of the future reoccurrence of the relevant failure or issue.

Customer escalation

- 10.3 You must appoint a Primary Business Owner, Secondary 2IC and Management Escalation Contact for the duration of the Initial Term and any Renewal Term.
- 10.4 We will use the contact details for your Primary Business Owner, Secondary 2IC and Management Escalation Contact set out in your Application Form to notify you of P1 and P2 Incidents and Our Scheduled Maintenance.

11 MEASUREMENT AND REPORTING

- 11.1 We will meet with you once each calendar month to discuss open issues and plan any upcoming changes to the Support Services you have purchased (**Operational Review Meeting**).
- 11.2 Within 5 Business Days of the Operational Review Meeting, we will provide a monthly service report to you (**Service Report**) which will typically include the following (to the extent applicable to the Support Services you have purchased):
- (a) current open issues and key concerns;



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- (b) Service Level performance (of Response and Resolution times) for recent Cases that have been closed;
 - (c) Our Scheduled Maintenance activities completed during the immediately preceding review period;
 - (d) upcoming patching and maintenance requirements;
 - (e) items on the problem register (which is a separate register of issues that are non-technical, such as process issues); and
 - (f) other open action items and general business.
- 11.3 We will also meet with you on an annual basis at a time mutually agreed between us for an annual service review (**Annual Service Review Meeting**). During this meeting we will typically review and discuss the Service Levels, scope of your TESS, pricing, any amendments required to your Application Form and targets for the following 12 months.
- 11.4 You must attend and actively participate in each Operational Review Meeting and Annual Service Review Meeting.

12 ADDITIONAL SERVICE TERMS

- 12.1 We provide TESS on the condition that you comply with the terms in this clause 12.

Your obligations

- 12.2 You must (unless we advise you otherwise):
- (a) have and maintain, at your cost, valid and current licences and subscriptions for all managed Equipment;
 - (b) notify us in writing of any planned changes to your network, power or infrastructure that support the Solution or the Service, within the timeframes agreed between us in writing;
 - (c) maintain an up-to-date asset register and network documentation;
 - (d) provide us with timely and appropriate administration credentials and access to hardware and systems (including remote and on-site access if required) so that we can perform the TESS;
 - (e) ensure that any approval is provided in a timely manner;
 - (f) ensure that your appropriate business owners and technical staff can attend or participate in our scheduled meetings, workshops and remote support as needed for us to perform the TESS;
 - (g) promptly report Incidents and other service issues or concerns through the Service Management System in accordance with this TESS section of Our Customer Terms;
 - (h) comply with the Change Management Process;



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- (i) perform all maintenance that may be required for the managed Equipment (except to the extent stated in this TESS section of Our Customer Terms);
- (j) assess the applicability to your business and operations of the deliverables and TESS and any recommendations, advice or instructions provided by us in the course of providing the TESS;
- (k) determine whether the TESS and any deliverables, including any revised business processes implemented:
 - (i) meet your business and compliance requirements; and
 - (ii) comply with your applicable internal policies and any related agreements;
- (l) provide us with an accurate, up to date, high-level detail on your internal IT services and strategy as reasonably required for us to perform the TESS;
- (m) provide us with disaster recovery plans and business continuity plans;
- (n) approve changes to cloud and other system configurations required for provision of TESS;
- (o) provide site-to-site connectivity between your managed Equipment and our management platform as required;
- (p) unless otherwise stipulated in your Application Form, ensure that valid data and configuration backups are managed. These backups should be available should the need arise to reinstate data or configuration on an environment or a system (to the extent such services are not covered by the Support Services);
- (q) maintain and keep passwords up-to-date;
- (r) ensure that your business internet connectivity is working and allow our remote monitoring and diagnostic tools to access and utilise your business Internet connectivity for delivering the TESS (including obtaining any required consents or approvals and opening required network ports);
- (s) perform your responsibilities for each Support Service as further described for the relevant Support Service in Part B of this TESS section of Our Customer Terms;
- (t) comply with any other reasonable request we make in relation to your TESS.

12.3 If you are unable to perform your obligations set out in clause 12.2, we may not be able to provide the TESS you are seeking at all, or in full.

12.4 We may seek additional items and information from you as indicated in the individual Support Services sections below or Application Form.

Your responsibilities

12.5 You acknowledge that the performance of TESS is dependent on your timely and effective performance of your obligations and responsibilities and that you make and communicate to us decisions in a timely manner.



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- 12.6 You will provide us with access to your subject matter resources to facilitate the provision of TESS. Any security deliverables provided to you as part of TESS are intended for your own internal use. These security deliverables are not intended for use in any legal proceedings.
- 12.7 You acknowledge and agree that maintenance of the managed Equipment is excluded from the TESS (except to the extent expressly stated in this TESS section of Our Customer Terms and purchased by you).
- 12.8 You acknowledge and agree that we are not responsible or liable for:
- (a) issues relating to misconfiguration;
 - (b) any unauthorised access to, loss or damage to data;
 - (c) data restoration on managed Equipment (unless covered by a Support Service purchased by you) as described in Part B Support Services section;
 - (d) any delays in threat resolution due to third-party tool limitations or integration issues;
 - (e) failure by a Vendor to provide a patch that addresses new vulnerabilities,
 - (f) governance failures resulting from misconfigured tenant settings;
 - (g) disruption you incur or suffer in connection with our implementation of your TESS;
 - (h) service disruptions caused by outages, including missed or dropped calls;
 - (i) any rollback, audit and coverage gaps or failures, performance and access issues, delays, administrative lockouts, unauthorised changes or errors in provisioning caused by your administration, unsupported models or account structures, Access Controls (except to the extent expressly stated in this TESS section of Our Customer Terms and purchased by you), misconfigured Multi Factor Authentication (**MFA**) or incorrect or incomplete data;
 - (j) any security events that occur due to delayed implementation of patching (unless we are responsible for undertaking patching and we delay implementing a patch made available to us in breach of these terms);
 - (k) malware infections resulting from your (or your any of personnel's) actions or third-party software; and
 - (l) end user support or technical advice to any persons not listed as a named contact in our systems,
- except to the extent caused or contributed to by our negligence or breach of Our Customer Terms (or separate agreement with you).
- 12.9 You acknowledge and agree that only Support Services for managed Equipment (as selected and set out in the applicable Application Form) will be provided.
- 12.10 Without limiting clause 12.11, with respect to existing security vulnerabilities or other issues as at the Commencement Date for the relevant TESS, we will only be responsible for addressing such vulnerabilities or issues to the extent included in the scope of the TESS



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purchased by you.

Warranties

12.11 We do not represent or warrant to you that TESS will:

- (a) detect or identify all security or network threats to, or vulnerabilities of your networks or other facilities, assets, or operations;
- (b) prevent all intrusions into or any damage to your networks or other facilities, assets, or operations;
- (c) return control of your or any third-party system where unauthorised access or control has occurred; or
- (d) meet any particular industry standard or requirement.

Required assistance, permissions and consent

12.12 You acknowledge that, in providing TESS, we may access, monitor and interact with your or a third party's computer environment, network, equipment, software and related services (**Systems**) and data (including, but not limited to, logs and configurations).

12.13 You consent and must provide any necessary third-party permissions, consents or authorisations necessary for us to access, store, process and use such Systems and data (including Personal Information) to perform and improve TESS. This includes such consents and permissions as are necessary and appropriate to enable us:

- (a) to collect, process, store or transfer any data (including Personal Information) through third party systems or cloud service providers for the purposes of the provision, support and improvement of TESS;
- (b) collect, store, use data (including the types and uses of Personal Information set out in our Privacy Statement at <https://www.telstra.com.au/privacy>) and share it with organisations that are located in Australia and overseas for the purposes of the provision of TESS;
- (c) collect and analyse operational, usage, and performance data generated through the provision of TESS, which may be used in an anonymised and aggregated form for service optimisation, analytics and development purposes;
- (d) install and/or implement changes to configurations, systems, software, or network settings necessary for the provision and maintenance of TESS, as authorised by you;
- (e) gain management access your managed Equipment, as part of the TESS purchased by the you; and
- (f) to the extent applicable to the Support Services selected in the applicable Application Form, conduct monitoring activities required for the protection and performance of your managed Equipment covered by the scope of the TESS purchased.

You are also responsible for obtaining any necessary consents, permissions, or authorisations from your own employees, customers, or third parties whose data or systems may be



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impacted by the TESS. You agree that we can rely on the authority of any of your personnel who tell us that they have authority to give consent on behalf of you.

- 12.14 You must not, and must ensure that your employees, contractors or agents do not, attempt to gain unauthorised access to accounts, computer systems or networks in connection with the TESS, through hacking, password mining or by any other means. You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the supply of the TESS.
- 12.15 You must not, and must ensure that your related bodies corporate do not, during the Restraint Period, seek to employ or engage the services of any of our personnel involved in providing the Support Services to you. This does not apply in relation to a person who responds to a genuine published advertisement. You acknowledge that the restraint in this clause 12.15 is reasonable in its extent and goes no further than is reasonably necessary to protect our interest in maintaining our personnel.

Assistance

- 12.16 You must:
- (a) provide us with all information and assistance (including by making your staff available to answer questions) that we reasonably request or that is otherwise necessary to supply the TESS to you;
 - (b) ensure that all the information you provide us is accurate and complete;
 - (c) perform your own user acceptance end-to-end testing of any solution if we ask you to; and
 - (d) provide us with access to your network, systems and premises on reasonable notice.
- 12.17 You must appoint at least one appropriately skilled and qualified member of your staff to liaise with us on all matters relating to the TESS.

Customer Tools

- 12.18 You acknowledge that you are responsible for:
- (a) obtaining consent from any applicable third party for us to use or access the tools or software (including the managed Equipment) necessary for the provision of the TESS purchased by you (**Customer Tools**);
 - (b) designing, implementing and maintaining the Customer Tools;
 - (c) providing us with access to the Customer Tools, including without limitation, access to virtual or physical infrastructure required for the Customer Tools; and
 - (d) providing and ensuring adequate network bandwidth between the Customer Tools and your endpoints.
- 12.19 The TESS is not designed to fulfil any particular legal or regulatory function or obligation, except expressly set out under this TESS section of Our Customer Terms. You are fully responsible for ensuring that your security meets any specific regulatory requirements,



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industry self-regulatory codes, business requirements, and comply with your applicable internal guidelines and otherwise meets your business requirements.

WHS

12.20 If any of the Support Services include on-site attendance by us, you must:

- (a) ensure that the serviced site does not pose risk to the health and safety of our personnel;
- (b) provide us with a safe working environment;
- (c) ensure that the serviced site complies with all applicable health, safety, environment and community laws and regulations;
- (d) ensure that the personnel performing the TESS on site are not exposed to risk to their health and safety as a result of your business or undertaking, including the conduct of your employees, contractors, subcontractors or other workers. We may remove personnel from a serviced site at any time, where, in our reasonable opinion, that personnel's health or safety is compromised; and
- (e) obtain any consent and fund any site access and induction fees necessary to enable our personnel to access your site for the purposes of providing the TESS to you.

12.21 If we become aware of information accessed through your System or provided by your personnel that reveals criminal activity, we will use all reasonable efforts to notify you without delay. You acknowledge that we may, notwithstanding any obligations of confidentiality under Our Customer Terms (or your separate agreement with us), notify applicable law enforcement agencies directly if we reasonably consider it is required by applicable Law to do so. We may provide such law enforcement agencies with all relevant information concerning such criminal activity, if required by applicable Law.

12.22 We may be required to disclose Personal Information in response to a request under a Law or perform mandatory reporting under a Law to governmental authorities in connection with information that comes to our attention while performing the TESS.

Tools

12.23 You may receive access to some or all the following Tools:

- (a) **ServiceNow:** This tool may be used to log Incidents as part of TESS. You are, subject to compliance with clause 12.24 and 12.25, granted a non-exclusive, non-transferable right during the period you are paying for the TESS to access the ServiceNow platform solely for the purpose of using and receiving the TESS; and
- (b) any other tools specifically identified in your Application Form,

together, **Tools**. We will not provide any source code in relation to these Tools.

12.24 When using, or engaging with the Tools in relation to the TESS, you must:

- (a) comply with all applicable Laws;



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- (b) not knowingly post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus, trojan horse, or worm or similar;
- (c) not use any Tool for any purposes that breach any Laws;
- (d) not maliciously interfere with or disrupt networks connected to the Tools or knowingly cause the Tools to malfunction;
- (e) not use the Tools to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and
- (f) not knowingly or negligently transmit in breach of any applicable Laws any materials that are abusive, deceptive, obscene, defamatory, offensive, threatening, harassing, hateful, indecent or pornographic, or otherwise contain materials that include child sexual exploitation material.

12.25 You must not (and must not permit others to):

- (a) alter, enhance or otherwise modify any Tool or software used to provide TESS;
- (b) sublicense, sell, resell, rent, copy, lease, distribute, timeshare or otherwise transfer or make available to third parties any access or usage rights granted with respect to the Tools;
- (c) disassemble, decompile, translate, reverse engineer or otherwise attempt to derive or extract any or all of the source code of any Tools or create derivative works or competing product or service based on the Tools (including by creating a custom application that replicates the exact automation by a Tool) or otherwise seek to modify the Tools; or
- (d) remove, modify or destroy any copyright or proprietary markings, confidential legends or any trademarks or trade names placed upon or contained within the any Tools or documentation.

13 EXCLUSIONS

13.1 The TESS does not include:

- (a) inclusions, features or capabilities that are not expressly included in the TESS you have purchased;
- (b) maintenance of the managed Equipment (except to the extent stated in this TESS section of Our Customer Terms);
- (c) underlying software plans or licences;
- (d) initial setup of any software and licences;
- (e) the supply and installation of software and support on any systems or devices that are not managed Equipment;
- (f) training of any kind, including how to operate or use any software functionality;



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- (g) the supply and installation of hardware, applications or devices and installation, cabling, or any other underlying requirements, equipment or infrastructure installation (this includes cabling or any other works requiring civil works and accreditations (such as electrical and plumbing));
- (h) management, administration, monitoring, alerting and reporting on devices or systems not included in the managed Equipment;
- (i) management or administration of any software other than as expressly set out in this TESS section of Our Customer Terms or the applicable Application Form;
- (j) asset inventory and tracking, including tracking or managing the inventory of hardware and software assets; and
- (k) any other item or work not expressly described in this TESS section of Our Customer Terms (or your separate agreement with us) or the applicable Application Form, as being part of the TESS.

14 CHANGE MANAGEMENT PROCESS

14.1 Unless otherwise agreed, the Change Management Process will consist of the following steps:

- (a) we will provide a Change Request consisting of implementation plan which includes change description, business justification, change implementation details, rollback details, and post verification testing; and
- (b) you will take that information and be responsible for implementing it into your own internal change management process, for which you are fully responsible, and to provide us with approval for our Change Request.

14.2 We will not attend or participate in your change approval board meetings unless specifically agreed by us in writing.

15 TERMINATION

Termination

15.1 You may terminate your TESS (in whole or in part), if we commit a material breach of Our Customer Terms (or your separate agreement with us), or the applicable Application Form, and we fail to remedy that breach within a reasonable time of receiving a notice from you requiring us to do so.

15.2 We can terminate your TESS (in whole or in part), if you:

- (a) commit a material breach of Our Customer Terms (or your separate agreement with us) or the applicable Application Form;
- (b) do not allow us access to your managed Equipment in order for us to maintain or provide the TESS; or
- (c) you fail to hold and maintain valid licences and subscriptions to any of the managed Equipment,



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and fail to remedy that breach or access issue within a reasonable time of receiving a notice from us requiring you to do so.



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PART B – SUPPORT SERVICES

16 L2/L3 NETWORK SUPPORT

About L2/L3 Network Support

- 16.1 This is the L2/L3 Network Support part of this TESS section of Our Customer Terms.
- 16.2 Other terms also apply to L2/L3 Network Support. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 16.3 We will only provide you with L2/L3 Network Support as further described in this TESS section of Our Customer Terms if L2/L3 Network Support is marked as 'applicable' in your Application Form. L2/L3 Network Support will only be provided for the managed Equipment to which L2/L3 Network Support applies, as set out in your Application Form.

L2/L3 Network Support

- 16.4 L2/L3 Network Support provides you with administration and support for your managed Equipment in your core network infrastructure, as set out in your Application Form. L2/L3 Network Support includes both reactive support and proactive performance management for network stability, security and configuration, as further set out in this TESS section of Our Customer Terms.
- 16.5 L2/L3 Network Support includes:
- (a) administering and maintaining network devices that are managed Equipment, as set out in your Application Form;
 - (b) monitoring network performance and availability, including interface utilisation, latency, and error rates;
 - (c) performing configuration changes, VLAN management, routing updates, and access control as reasonably directed by you;
 - (d) responding to and resolving network faults, being an error or condition that causes all or part of a network to malfunction or degrade in performance, or fail to operate as designed (**Network Faults**) at L2 and L3 support in accordance with the Service Levels;
 - (e) managing device configuration backups on a scheduled basis;
 - (f) providing network access control and port security management; and
 - (g) delivering monthly network performance and availability reports.
- 16.6 Unless an alternative network access method is agreed between us in writing, L2/L3 Network Support is provided by way of remote access through secure out-of-band management or virtual private network (VPN) to your network devices that are in-scope for L2/L3 Network Support.



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- 16.7 As part of the L2/L3 Network Support, maintenance tasks are performed on a periodic basis to monitor performance, perform data collection and review alerts.
- 16.8 Unless otherwise advised by us, you acknowledge that we will not implement a change to your network unless that change has:
- (a) been through the Change Management Process; and
 - (b) approved in writing by your Approver prior to implementation.
- 16.9 You will have access to a 1300 phone number as notified by us in writing from time to time for after-hours escalation of P1 and P2 Network Faults.

Responsibilities

- 16.10 The table below sets out our respective responsibilities for L2/L3 Network Support. We will perform our responsibilities in accordance with the scope of the L2/L3 Network Support.

Responsibility	Telstra	Customer (you)
Administer and maintain in-scope network devices	Yes	No
Monitor network performance and availability	Yes	No
Perform configuration changes in accordance with the Change Management Process	Yes	Approve
Manage device firmware and configuration backups	Yes	No
Notify us of new devices to be brought under management	No	Yes
Maintain accurate network topology and device documentation	Provide reasonable assistance	Yes (Primary responsibility)
Provide after-hours on-call coverage for P1/P2 Network Faults	Yes	No

17 INCIDENT MANAGEMENT

About Incident Management

- 17.1 This is the Incident Management part of this TESS section of Our Customer Terms.



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- 17.2 Other terms also apply to Incident Management. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 17.3 We will only provide you with Incident Management, as further described in this TESS section of Our Customer Terms, if Incident Management is marked as 'applicable' in your Application Form. Incident Management will only be provided for the managed Equipment to which Incident Management applies, as set out in your Application Form.

Incident Management

- 17.4 Incident Management is the management of Incidents through a structured lifecycle, from detection or report through to resolution and post-Incident review, as further set out in this TESS section of Our Customer Terms.
- 17.5 Incident Management includes:
- (a) logging all Incidents in our Service Management System with reasonable detail, timestamps and Incident categorisation;
 - (b) assigning a priority level for each Incident in accordance with the Priority Matrix;
 - (c) engaging the appropriate technical team and escalating internally or to external vendors or third parties (as required);
 - (d) providing regular updates to you during active P1 and P2 incidents;
 - (e) coordinating Vendor and third-party engagement on your behalf as reasonably required for Incident resolution;
 - (f) conducting post-Incident reviews (**PIR**) using our standard PIR template for all P1 Incidents within 10 Business Days of Resolution of the relevant Incident. PIR findings are tracked in the Monthly Status Review meetings (where applicable); and
 - (g) identifying the root cause of the Incident and tracking preventive actions through to completion, within the time frame we agree with you (which may vary between Incidents depending on which Vendors and other third parties are also involved).
- 17.6 Incident logging and lifecycle management will be managed through the Service Management System. Where applicable, automated alerting may be integrated with the Service Management System to create Incident cases without the need for manual intervention.
- 17.7 If and to the extent set out in your Application Form, we will manage an on-call roster for After Hours support for P1 and P2 Incidents only.
- 17.8 You acknowledge and agree that due to the complexities of root cause analysis, the PIR process can take time and may require support from you, Vendors and other third parties, and there will be occasions where a root cause is not determined. Typically, a PIR will include a sequence of events from notification of a failure until resolution or a work around is put in place, any actions or changes implemented, determination of the root cause and any recommendations to help prevent the Incident from re-occurring.



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Responsibilities

- 17.9 The table below sets out our respective responsibilities for Incident Management. We will perform our responsibilities in accordance with the scope of Incident Management.

Responsibility	Telstra	You
Log and manage all Incidents in the Service Management System	Yes	Initiate by raising a Support Request
Assign and maintain Incident priority level in accordance with the Priority Matrix	Yes	Can request re-prioritisation in accordance with this TESS section of Customer Terms
Provide regular status updates during active P1/P2 Incidents	Yes	No
Escalate Incidents to Vendors or third parties on your behalf	Yes	No
Conduct PIR for all P1 Incidents	Yes	Participate
Track and close preventive actions from PIRs	Yes (Primary)	Yes (Support)
Confirm Incident Resolution and approve closure	Yes (Propose closure)	Yes (Confirm closure)

18 REQUEST FULFILMENT

About Request Fulfilment

- 18.1 This is the Request Fulfilment part of this TESS section of Our Customer Terms.
- 18.2 Other terms also apply to Request Fulfilment. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 18.3 We will only provide you with Request Fulfilment, as further described in this TESS section of Our Customer Terms, if Request Fulfilment is marked as 'applicable' in your Application Form. Request Fulfilment will only be provided for the managed Equipment to which Request Fulfilment applies, as set out in your Application Form.

Request Fulfilment

- 18.4 Request Fulfilment is the fulfillment of standard moves, adds and changes (**MACs**) to managed Equipment in your network environment, as agreed between us in writing.



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- 18.5 Request Fulfilment will only be provided for routine operational changes that the parties agree do not require a formal change advisory board review.
- 18.6 To receive Request Fulfilment services, you will need to submit a request by phone, email or through the Service Management System (**Service Request**).
- 18.7 Request Fulfilment includes:
- (a) fulfilling standard network MACs requested by you in a Service Request;
 - (b) creating and decommissioning network user accounts and access credentials as requested in the Service Request;
 - (c) providing new network devices or decommissioning existing devices to the extent set out in the Service Request;
 - (d) processing Service Requests through the Service Portal and fulfil the Service Request;
 - (e) maintaining a catalogue of pre-approved MACs with defined scope and lead times (**Service Request Catalogue**); and
 - (f) documenting all changes made in the in our performance of Request Fulfilment in the Service Management System.
- 18.8 You acknowledge that Request Fulfilment will be provided in accordance with the process and lead time for each of the MACs set out in the Service Request Catalogue (as amended and made available by us from time to time).
- 18.9 If we determine that a Service Request is complex or non-standard, we may escalate that Service Request for assessment and approval in accordance with the Change Management Process.
- 18.10 Service Requests will be closed when we provide you with a change record and confirmation of completion.

Responsibilities

- 18.11 The table below sets out our respective responsibilities for Service Fulfilment. We will perform our responsibilities in accordance with the scope of Request Fulfilment.

Responsibility	Telstra	Customer (you)
Maintain and publish the Service Request Catalogue	Yes	No
Submit Service Requests via the agreed channel (Service Management System, email, phone)	No	Yes
Fulfil standard MACs in accordance with the Service Levels	Yes	No



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Provide authorisation for requested MACs before work commences	No	Yes
Escalate non-standard or complex Service Requests to the Change Management Process or your nominated contact	Yes	No
Update network records and documentation following fulfillment	Yes	No
Confirm completed Service Request and approve Service Request closure	Yes (Propose closure)	Yes (Confirm closure)

19 BACKUP AND DISASTER RECOVERY

Backup and Disaster Recovery

- 19.1 This is the Backup and Disaster Recovery part of this TESS section of Our Customer Terms.
- 19.2 Other terms also apply to Backup and Disaster Recovery services. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 19.3 We will provide you with Backup and Disaster Recovery services as further described in this TESS section of Our Customer Terms if Backup and Disaster Recovery is marked as 'applicable' in your Application Form. Backup and Disaster Recovery will only be provided for the managed Equipment to which Backup and Disaster Recovery applies, as set out in your Application Form.
- 19.4 If Backup and Disaster Recovery is selected, we will export, store and manage key configuration data to protect your critical data and systems that are managed Equipment, as further described in this Backup and Disaster Recovery section. The Service Levels will apply in the event any managed Equipment requires restoration.
- 19.5 Backup and Disaster Recovery includes:
- (i) configuring and manage full backup schedules for the relevant managed Equipment;
 - (ii) if reasonably required, monitor backup jobs daily and remediate failures in accordance with the Service Levels;
 - (iii) validate configuration backups to confirm integrity and usefulness;
 - (iv) maintain documented recovery procedures and review and update them at least annually; and
 - (v) reasonably assist with recovery execution in the event of a declared Disaster or a Data Loss Event. In this clause, a **Data Loss Event** means any occurrence where persistent configuration data becomes unavailable, deleted,



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misplaced or corrupted, regardless of cause.

- 19.6 Backup and Disaster Recovery will be performed by either backup up software (if applicable) or by using the configuration export process agreed between us in writing.
- 19.7 If applicable:
- (a) backup logs will be reviewed where there is a backup exception failure, and alerts will be automatically raised automatically for failed or missed jobs; and
 - (b) restore tests will be conducted in an isolated environment to avoid production impact.

Responsibilities

- 19.8 The table below sets out our respective responsibilities for Backup and Disaster Recovery. We will perform our responsibilities in accordance with the scope of Request Fulfilment.

Responsibility	Telstra	Customer (you)
Configure and manage backup schedules for managed Equipment	Yes	No
Monitor backup jobs where practicable and remediate failures in accordance with this TESS section of Our Customer Terms	Yes	No
Validate configuration backups to confirm integrity	Yes	Witness (optional)
Notify us of new systems or data sets to be backed up (to be managed through formal variation processes set out in this TESS section of Our Customer Terms)	No	Yes
Declare a Disaster and initiate the recovery process	Support	Primary
Assist with recovery activities and restore systems	Yes	No
Maintain and annually review documented recovery procedures	Author & Test	Approve

20 SYSTEM PATCHING

About System Patching

- 20.1 This is the System Patching part of this TESS section of Our Customer Terms.



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- 20.2 Other terms also apply to System Patching. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 20.3 We will only provide you with System Patching, as further described in this TESS section of Our Customer Terms, if:

- (a) System Patching is marked as 'applicable' in your Application Form; and
- (b) you receive and continue to receive for the duration of the period during which we provide you with System Patching, support from the Vendor of the relevant managed Equipment to which System Patching applies, as required to enable us to provide you with System Patching.

System Patching will only be provided for the managed Equipment to which System Patching applies, as set out in your Application Form.

System Patching

- 20.4 System Patching is the delivery of regular system patching for managed Equipment to maintain security, stability and functionality. Patching covers operating system updates, security patches, and bug fixes applied within the maintenance window agreed between us in writing (**Maintenance Window**).
- 20.5 System Patching includes:
- (a) assessing, testing, and deploying operating system and application patches to managed Equipment;
 - (b) prioritising and applying critical security patches within the response time frame that we agree with you.
 - (c) scheduling routine patching during the Maintenance Window to, as far as reasonably practicable, minimise business disruption;
 - (d) verifying system health and service availability following each patching cycle;
 - (e) maintaining a patching register documenting patch status, applied versions and outstanding items; and
 - (f) providing a regular summary of patching activities completed in the Monthly Status Review meetings (where applicable).
- 20.6 We will perform the System Patching in accordance with the defined patch management process outlined and supported by the manufacturer or Vendor of the managed Equipment.
- 20.7 Patches are assessed against vendor or manufacturer (as applicable) advisories or the Australian Cyber Security Centre (ACSC) notifications. Critical patches may be fast-tracked outside of the Maintenance Window where reasonably required.
- 20.8 Where feasible, we will take pre-patching snapshots or backups taken for critical managed Equipment.
- 20.9 Post-patching checks are performed to confirm system availability and application function of



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the relevant managed Equipment before the Maintenance Window is closed.

20.10 You acknowledge and agree that patching may not prevent any or all security events.

Responsibilities

20.11 The table below sets out our respective responsibilities for System Patching. We will perform our responsibilities in accordance with the scope of System Patching.

Responsibility	Telstra	Client
Assess, test, and deploy patches to Approved Systems	Yes	No
Define and agree Maintenance Window	Propose	Approve
Fast-track critical security patches outside Maintenance Window	Yes	Notify only
Verify system health and service availability post-patching	Yes	No
Maintain the patching register, and provide monthly reports of required patching	Yes	No
Notify us of Approved Systems to be included or excluded from patching, as set out in the Application Form	No	Yes
Approve patching schedule and confirm readiness before the start of each Maintenance Window	No	Yes

21 SYSTEM UPGRADES

About System Upgrades

- 21.1 This is the System Upgrades part of this TESS section of Our Customer Terms.
- 21.2 Other terms also apply to System Upgrades. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 21.3 We will only provide you with System Upgrades, as further described in this TESS section of Our Customer Terms, if System Upgrades is marked as 'applicable' in your Application Form. System Upgrades will only be provided for the managed Equipment to which System Upgrades applies, as set out in your Application Form.



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System Upgrades

- 21.4 System Upgrades are delivered on a time and materials basis, as further described in this TESS section of Our Customer Terms. System Upgrades involves major updates that overhaul or replace existing systems, introduce new features, or deliver significant platform enhancements beyond routine patching.
- 21.5 System Upgrades includes:
- (a) scoping, planning and delivering major system upgrades to network infrastructure, servers or platforms that are managed Equipment;
 - (b) assessing upgrade impact, dependencies and risks prior to commencement of the system upgrade;
 - (c) coordinating with vendors and third parties as reasonably required to complete the system upgrade;
 - (d) testing upgraded systems to confirm functionality before returning to production; and
 - (e) updating documentation (where applicable) and network records to reflect the post-upgrade state.
- 21.6 If System Upgrade is marked as 'applicable' in your Application Form, you may request System Upgrade services from us. Each System Upgrade engagement is scoped and quoted separately in a statement of work in the form reasonably required by us (**SOW**). A SOW for any System Upgrade services must be agreed before we will commence providing those System Upgrade services. Each SOW becomes binding and part of this TESS section of Our Customer Terms once it is fully signed by both us and you. We are not required to provide any System Upgrades services under any SOW until it becomes binding.
- 21.7 System Upgrades work will be scheduled, as far as reasonably practicable, in the maintenance window agreed between us in writing minimise disruption.
- 21.8 A rollback plan is prepared for major upgrades where reverting to the prior state is feasible.
- 21.9 System Upgrades activities are logged in the Service Management System as a change request. The Change Management Process must be followed for System Upgrades activities.

Responsibilities

- 21.10 Our respective responsibilities for System Upgrades are as set out below. We will perform our responsibilities in accordance with the scope of System Upgrades.

Responsibility	Telstra	Customer (you)
Scope, quote, and deliver a SOW for each System Upgrade request	Yes	Approve SOW
Assess upgrade impact, risks, and dependencies prior to commencement	Yes	No



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Prepare and agree a rollback plan where feasible	Yes	Approve
Schedule upgrade work within the maintenance window agreed between us in writing	Propose	Approve
Test upgraded systems before returning to production	Yes	Perform sign-off
Update documentation and network records post-upgrade	Yes	No
Provide authorisation to proceed and access to systems	No	Yes

22 FIREWALL AND SECURITY MANAGEMENT

About Firewall and Security Management

- 22.1 This is the Firewall and Security Management part of this TESS section of Our Customer Terms.
- 22.2 Other terms also apply to Firewall and Security Management. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 22.3 We will only provide you with Firewall and Security Management, as further described in this TESS section of Our Customer Terms, if Firewall and Security Management is marked as 'applicable' in the Application Form. Firewall and Security Management will only be provided for the managed Equipment to which Firewall and Security Management applies, as set out in your Application Form.

Firewall and Security Management

- 22.4 Firewall and Security Management is the administration of our OASYS network solution product to protect the network perimeter of managed Equipment from external and internal threats. Firewall and Security Management encompasses firewall rule management, network address translation (NAT) and virtual private network (VPN) configuration, firmware and threat definition updates, security log monitoring and periodical policy reviews.
- 22.5 Firewall and Security Management includes:
- (i) administering and maintaining firewall devices including rule management, NAT configuration and VPN tunnels (site-to-site and remote access);
 - (ii) applying firmware updates and threat definition patches on the agreed schedule agreed between us in writing. Critical vulnerabilities are fast-tracked as agreed between you and us, generally in accordance with advice from the relevant Vendor and ACSC.



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- (iii) monitor firewall logs for threat indicators, anomalous traffic, and policy violations;
- (iv) review and maintain firewall rulesets periodically to remove unnecessary or outdated rules and ensure policy alignment; and
- (v) provide security advisory reviews and recommendations on emerging threats and vulnerabilities relevant to your environment of managed Equipment.

22.6 Firewall and Security Management is provided either through:

- (a) a centralised management platform; or
- (b) direct device access through secure out-of-band management or VPN connection.

22.7 All firewall rule changes made in the performance of Firewall and Security Management will follow the Change Management Process and must be agreed in writing by your Approver prior to implementation.

22.8 Security events identified in the performance of Firewall and Security Management are reviewed as part of regular operational activities and escalated to you as required.

Responsibilities

22.9 Our respective responsibilities for Firewall and Security Management are as set out below. We will perform our responsibilities in accordance with the scope of Firewall and Security Management.

Responsibility	Telstra	Customer (you)
Manage firewall rules, NAT policies, and VPN configurations	Yes	No
Approve all firewall rule change requests	Implement	Approve
Apply firmware and security patches to firewall devices	Yes	No
Monitor firewall logs for threats and policy violations	Yes	No
Conduct and deliver periodical firewall rule audit reports	Produce	Review & Sign Off
Respond to and contain security incidents	Primary	Support

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23 L1 HELP DESK AND END USER SUPPORT (REMOTE)

About L1 Help Desk and End User Support

- 23.1 This is the L1 Help Desk and End User Support part of this TESS section of Our Customer Terms.
- 23.2 Other terms also apply to L1 Help Desk and End User Support. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 23.3 We will only provide you with L1 Help Desk and End User Support, as further described in this TESS section of Our Customer Terms, if L1 Help Desk and End User Support is marked as 'applicable' in your Application Form. L1 Help Desk and End User Support will only be provided for the managed Equipment to which L1 Help Desk and End User Support applies, as set out in your Application Form.

L1 Help Desk and end User Support

- 23.4 L1 Help Desk and End User Support is the provision of Tier 1 remote technical support to your end users for issues related to managed Equipment that has been installed or is supported by us. L1 Help Desk and End User Support covers device connectivity problems, basic troubleshooting of local network infrastructure, and user access queries.
- 23.5 L1 Help Desk and End User Support is delivered remotely by phone, email and the Service Portal and is provided during Business Hours only, unless extended support hours are set out in relevant Application Form.
- 23.6 L1 Help Desk and End User Support includes:
- (a) receiving and logging end user support requests and Network Faults by phone, email and the Services Portal as Cases in the Services Portal.
 - (b) performing first-line diagnosis and resolution for connectivity issues, device access problems and common network-related end user issues;
 - (c) escalating unresolved issues to your Tier 2 and Tier 3 network engineers; and
 - (d) providing end users with regular updates on the status of open Cases until resolution is confirmed.
- 23.7 Cases are:
- (a) logged and managed in the Service Management System. The Response and Resolution timeframes set out in the Service Levels commence from the time that the relevant Case is logged in the Service Management System; and
 - (b) triaged and escalated in accordance with the Priority Matrix and the agreed escalation process.



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Responsibilities

- 23.8 Our respective responsibilities for L1 Help Desk and End User Support are as set out below. We will perform our responsibilities in accordance with the scope of L1 Help Desk and End User Support.

Responsibility	Telstra	Customer (You)
Receive and log support requests by phone, email and Services Portal	Yes	Initiates request
Provide Tier 1 remote troubleshooting and first-call resolution	Yes	No
Escalate unresolved issues to your Tier 2 and Tier3 engineers	Yes	No

24 L1 FIELD SERVICES AND ONSITE SUPPORT

About L1 Field Services and Onsite Support

- 24.1 This is the L1 Field Services and Onsite Support part of this TESS section of Our Customer Terms.
- 24.2 Other terms also apply to L1 Field Services and Onsite Support. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 24.3 We will only provide you with L1 Field Services and Onsite Support, as further described in this TESS section of Our Customer Terms, if L1 Field Services and Onsite Support is marked as 'applicable' in your Application Form. L1 Field Services and Onsite Support will only be provided for the managed Equipment to which L1 Field Services and Onsite Support applies, as set out in your Application Form.

L1 Field Services and Onsite Support

- 24.4 L1 Field Services and Onsite Support is delivered on a time and materials basis, as further described in this TESS section of Our Customer Terms. L1 Field Services and Onsite Support is the provision of field technicians to your Sites set out in the Application Form to deliver hands-on technical support for network infrastructure, device replacements and issues that cannot be resolved remotely for the relevant managed Equipment. L1 Field Services and Onsite Support complements L1 Help Desk and End User Support and L2/L3 Network Support by providing a physical presence at the Sites set out in the Application Form.
- 24.5 L1 Field Services and Onsite Support includes:
- (a) dispatching a field technician to your site set out in the Application Form in response to Incidents that require physical intervention and cannot be resolved remotely;
 - (b) performing hands-on hardware replacement, periodical inspection or maintenance



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activities (as agreed in writing), cable works, device installation and decommissioning activities;

- (c) conducting onsite troubleshooting for network and infrastructure Incidents that cannot be resolved remotely; and
- (d) confirming service Resolution before departing the Site and close the associated Case with a record of work performed.

- 24.6 We will initiate field dispatch via the Service Management System if we consider that remote Resolution is not possible.
- 24.7 We will only provide L1 Field Services and Onsite Support (including any particular Service Levels that apply to such services and support) at the Sites and to the levels specified in the applicable Application Form.
- 24.8 Field technicians may be provided from our own resources, Telstra Field Services, or a third-party supplier, at our discretion.
- 24.9 Onsite services will be conducted in accordance with any site access requirements agreed between us in writing and your reasonable health and safety policies provided to us in writing.

Responsibilities

- 24.10 Our respective responsibilities for L1 Field Services and Onsite Support are as set out below. We will perform our responsibilities in accordance with the scope of for L1 Field Services and Onsite Support.

Responsibility	Telstra	Customer (You)
Dispatch qualified field technicians to your sites set out in the Application Form	Yes	No
Perform onsite support activities as agreed in writing.	Yes	No
Provide site access and escort for technician visits	No	Yes
Confirm site readiness and schedule field visits	Coordinate	Approve
Document work completed and update status	Yes	No



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25 NETWORK MONITORING

About Network Monitoring

- 25.1 This is the Network Monitoring part of this TESS section of Our Customer Terms.
- 25.2 Other terms also apply to Network Monitoring. For more information about the other terms that apply and how they work together, see clause 1 of this TESS section of Our Customer Terms.
- 25.3 We will only provide you with Network Monitoring, as further described in this TESS section of Our Customer Terms, if Network Monitoring is marked as 'applicable' in your Application Form. Network Monitoring will only be provided for the managed Equipment to which Network Monitoring applies, as set out in your Application Form.

Network Monitoring

- 25.4 Network Monitoring is the proactive monitoring on a 24/7 basis of your network infrastructure in respect of managed Equipment, as set out in your Application Form.
- 25.5 The features Network Monitoring are as follows:
- (a) monitor managed Equipment on a 24/7 basis using monitoring tools, and performance and availability thresholds, agreed with you in writing (**Performance Threshold**);
 - (b) generate automated alerts for Performance Threshold breaches, device unreachability and performance degradation;
 - (c) where agreed and practicable, create Cases automatically in accordance with the Priority Matrix;
 - (d) escalate P1 and P2 monitoring-generated Incidents immediately in accordance with the agreed escalation process; and
 - (e) provide visibility of monitoring status and alert history in Service Reports.
- 25.6 To provide Network Monitoring, our monitoring platform will be configured with the Performance Thresholds and capacity metrics that are agreed with you in writing, across all in-scope managed Equipment.
- 25.7 SNMP, syslog or API integration is used to collect telemetry from in-scope managed Equipment where technically feasible.
- 25.8 The NOC team triages alerts to suppress false positives and classify genuine Incidents before a Case is created in the Service Management System.
- 25.9 P1 and P2 alerts that occur After Hours are escalated through the designated 1300 phone number to on-call network engineers.
- 25.10 We will review and if necessary, update the monitoring configuration if in-scope managed Equipment or Performance Thresholds change. In-scope managed Equipment and



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Performance Thresholds may only change with our written consent.

Responsibilities

- 25.11 Our respective responsibilities for Network Monitoring are as set out below. We will perform our responsibilities in accordance with the scope of for Network Monitoring.

Responsibility	Us	You
Deploy and maintain monitoring agents and collectors	Yes	No
Define and maintain Performance Thresholds and alerting rules	Primary	Approve
Monitor alerts and triage via the NOC 24/7	Yes	No
Provide you with access to the monitoring portal (where applicable)	Yes	No
Notify us of new devices to be monitored in accordance with the applicable change procedures set out in this TESS section of Our Customer Terms	No	Yes

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DEFINITIONS

In this TESS section of Our Customer Terms, unless otherwise indicated:

- (a) **Access Control** means the policies, processes and technologies used to authenticate users and authorise their access to systems, applications, data or network resources.
- (b) **ACSC** means Australian Cyber Security Centre (under the Australian Signals Directorate).
- (c) **After Hours** means hours outside of Business Hours, including weekends and public holidays.
- (d) **Annual Service Review Meeting** has the meaning given to it in clause 11.3.
- (e) **Application Form** means the application form or separate agreement that we have with you detailing the relevant Support Services you purchase from us and that we agree to provide to you.
- (f) **Approver** means the approver notified by you to us in writing (or their delegate).
- (g) **Billing Commencement Date** has the meaning given to it in clause 5.2.
- (h) **Business Day** means Monday to Friday, excluding public holidays.
- (i) **Business Hours** means 8:30am – 5:00pm local time on a Business Day.
- (j) **Case** has the meaning given to it in clause 8.3.
- (k) **Change Management Process** means the process described in clause 14.
- (l) **Contract Change Request** has the meaning given to it in clause 4.3.
- (m) **Change Request** means a formal record used to propose, document, approve and track the modification, addition or removal of an IT service or infrastructure component.
- (n) **Commencement Date** means the date set out in your Application Form for commencement of the relevant Support Services or if no date is specified, the date the first day that the Support Service is installed or provisioned and is ready-for use, as determined by us.
- (o) **Customer Tools** has the meaning given to it in clause 12.18(a).
- (p) **Customer Initiated Request** has the meaning given to it in clause 8.1.
- (q) **Disaster** means a catastrophic loss of a major headend system that provided service and which causes complete service outage, requiring replacement and reconfiguration of the relevant hardware to restore service.
- (r) **Equipment** has the meaning given to it in clause 2.1.
- (s) **Fees** has the meaning given to it in clause 5.1.
- (t) **Fixed Term** has the meaning given to it in clause 4.7(a).



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- (u) **Incident** means an unplanned interruption or degradation of your managed Equipment.
- (v) **Initial Term** means the applicable period defined in clause 4.6.
- (w) **Law** means any law, including any common law, equity, statute, regulation, proclamation, ordinance, by-law, mandatory code of conduct, writ, judgment and any award or other industrial instrument.
- (x) **Level 1, L1 or Tier 1** means basic technical support capability for common fault or service request scenarios where the issue or request can be resolved with a high degree of success and reduced time to resolution. Level 1 support generally uses defined scripts and common knowledge, often referring to a 'known error database', being a repository that stores documented root causes and workarounds for recurring, identified problems. Examples of Level 1 may include password resets, account authentication issues and connecting to networks. Level 1 is the first point of contact and typically raises a ticket in the designated service management system in majority of cases.
- (y) **Level 2, L2 or Tier 2** support takes on escalations that cannot be resolved in Level 1. Level 2 support generally involves more experienced technical capability and advanced technical resources that have a deeper knowledge in the systems they support but are not necessarily subject matter experts. Level 2 technical resources may hold basic or intermediate certification for a product or solution.
- (z) **Level 3, L3 or Tier 3** support involves expert resources that are experienced in a particular technical discipline relevant to a solution or system. Level 3 technical resources may hold advanced certification for a product or solution.
- (aa) **MACs** has the meaning given to it in clause 18.4.
- (bb) **Management Escalation Contact** means the individual appointed as your management escalation contact in your Application Form.
- (cc) **Network Faults** has the meaning given to it in clause 16.5(d).
- (dd) **Network Operations Centre** or **NOC** means our network operations centre used for the provision of the Support Services.
- (ee) **OASYS** is a Telstra network solution product.
- (ff) **Operational Review Meeting** has the meaning given to it in clause 11.1.
- (gg) **Our Scheduled Maintenance** has the meaning given to it in clause 9.9.
- (hh) **Performance Threshold** has the meaning given to it in clause 25.5.
- (ii) **Personal Information** has the same meaning given to it in the *Privacy Act 1988* (Cth).
- (jj) **PIR** has the meaning given to it in clause 17.5(f).
- (kk) **Primary Business Owner** means the individual appointed as your primary business owner in your Application Form.
- (ll) **Priority Matrix** has the meaning given to it in clause 8.6



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- (mm) **Renewal Term** has the meaning given to it in clause 4.7(a).
- (nn) **Resolution** has the meaning given to it in clause 8.14
- (oo) **Resolution Time Target** has the meaning given to it in clause 8.15.
- (pp) **Response** has the meaning given to it in clause 8.13.
- (qq) **Response Time Target** has the meaning given to it in clause 8.15.
- (rr) **Restraint Period** means 6 months (or the longest period permitted by law, if shorter) from termination or expiry of all of your TESS.
- (ss) **Scheduled Maintenance** has the meaning given to it in clause 9.1.
- (tt) **Secondary 2IC** means the individual appointed as your secondary 2IC in your Application Form.
- (uu) **Service Delivery Manager** or **SDM** means the service delivery manager provided by us as part of the TESS, as further described in clause 6.1.
- (vv) **Service Levels** means the service levels (if any) for your Support Services, as specified in clause 8, including the Service Level Targets.
- (ww) **Service Level Targets** means the targets set out in clauses 8.12 and 8.15.
- (xx) **Service Management System** means the information technology service management portal provided by us.
- (yy) **Service Report** has the meaning given to it in clause 11.2.
- (zz) **Service Request** has the meaning given to it in clause 18.6.
- (aaa) **Service Request Catalogue** has the meaning given to it in clause 18.7(e).
- (bbb) **Site** means the sites or locations where the managed Equipment is located as set out in the Application Form.
- (ccc) **Special Conditions** means the special conditions (if any) set out in the relevant Application Form.
- (ddd) **Support Request** has the meaning given to it in clause 8.1.
- (eee) **Support Services** means the services performed by us for the management of an agreed scope of your managed Equipment, as further described in this TESS section of Our Customer Terms.
- (fff) **Systems** has the meaning given to it in clause 12.1.
- (ggg) **System Initiated Requests** means automated alerts in response to monitoring activities we undertake as part of the relevant Support Service.
- (hhh) **TESS** means the Telstra Enterprise Support Services, including the Support Services



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purchased by you as set out in your applicable Application Form, as further described in this section Our Customer Terms.

(iii) **Third Party Goods and Services** has the meaning given to it in clause 5.7.

(jjj) **Tools** has the meaning given to it in clause 12.23.

(kkk) **Vendor** means a third-party supplier of a platform, service or application that forms part of your managed Equipment where the relationship is owned by either you or us.

(III) **Your Scheduled Maintenance** has the meaning given to it in clause 9.5.