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Certain words are used with the specific meanings set out in the General Terms part of the Cloud Services section http://www.telstra.com.au/customer-terms/business-government/cloud-services/, or in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/index.htm

1 ABOUT THIS PART

1.1 This is the Cisco Cloud Services part of the Cloud Services section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/index.htm, may apply.

1.2 See section one of the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/index.htm for more detail on how the various sections of Our Customer Terms are to be read together.

1.3 See section one of the General Terms part of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

2 GENERAL

What are Cisco Cloud Services?

2.1 Cisco Cloud Services provides you with an allocation of infrastructure resources from one or more infrastructure nodes located in our global data centres and delivered as a service through a network connection with offerings outlined in this Cisco Cloud Services part.

2.2 Your options for configuring your service are set out in the telstra.cloud.cisco.com portal.

2.3 Cisco Cloud Services is provided on multi-tenanted infrastructure. Where we believe your Cisco Cloud Services are adversely impacting other customers' services we reserve the right to suspend your Cisco Cloud Services until the impact is resolved.

2.4 Cisco Cloud Services is a self-managed service which means you are responsible for the operational continuity, integrity and availability of your application and associated software running on the Cisco Cloud Services. This includes, but is not limited to, maintenance of application and middleware tools software, protection of data against malicious code and configuration necessary to achieve your availability objectives.

2.5 You may apply for a range of resources including:

(a) Compute;

(b) Storage; and

(c) Network.

2.6 These resources are provided on an hourly basis and billed monthly in arrears.

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Software

2.7   You are responsible for complying with software license terms of software you install or use on your Cisco Cloud Services. Where we provide software for your use, you will comply with the respective license terms set out in the Vendor Terms part of the Cloud Services section of Our Customer Terms.

2.8   If you are a Microsoft Volume Licensing customer covered by Microsoft Software Assurance, you may be able to use your eligible software licences on your Cisco Cloud Services. You will need to apply to Microsoft for permission to use your existing software licences on your Cisco Cloud Services. We can provide further information regarding mobility licensing upon request.

2.9   In addition to the terms set out in the Vendor Terms part of the Cloud Services section of Our Customer Terms, you will need to comply with the terms of your licence agreements with Microsoft if you use your existing software licences.

3   COMPUTE

3.1   You may apply for a range of compute instance configurations (also referred to as "flavors"), each instance's configuration is fixed and cannot be changed.

3.2   Depending on which flavor you choose, each compute instance can be deployed with:

(a)   An operating system acquired from us or your own. If you acquire the operating system from us, it is subject to terms and conditions set out in the Vendor Terms part of the Cloud Services section of Our Customer Terms. If you provide the operating system you agree to name it according to the structure specified in the User Guide;

(b)   An amount of virtual CPU, memory;

(c)   System storage; and

(d)   An amount of solid state disk storage.

3.3   You are responsible for maintaining and complying with the licence terms and conditions for any software you upload and use in connection with your Cisco Cloud Services, irrespective of whether that software is an application, operating system or other type of software.

3.4   We do not provide you with physical access to the compute infrastructure.

4   STORAGE

4.1   Storage resources can be provided to either connect to your compute instances or be standalone resources in their own right.

4.2   You may apply for:

(a)   Volume Storage;

(b)   Object Storage; and

(c)   Snapshot Storage.

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4.3   Volume Storage provisions an allocation of storage, defined by you, that is connected to one or more of your compute instances over the data centre network at the data centre location specified. Once provisioned, you can partition the storage allocation into virtual disks for storing application and file system data.

4.4   Object Storage assigns an empty storage repository to which you can add consumption on a gigabyte by gigabyte basis. Object Storage can be consumed as a standalone resource or as part of a service configuration using one or more of the other resources available.

4.5   Snapshot Storage is a read only storage repository that is consumed with each snapshot taken. A snapshot can be used to store a template compute instance configuration for use in the generation of other instances or for storing a point in time copy of data. You are responsible for configuring and managing your snapshots.

5   NETWORK

5.1   An internet connection is provisioned to each Project by default. It is your responsibility to configure your other services to protect them from malicious attacks over this internet connection.

5.2   A Distributed Denial of Service (DDOS) protection capability is provisioned to each Project by default, protecting against volumetric attacks at the network and transport layers (also known as level 3 and 4 attacks).

5.3   You may apply for a range of network services:

(a)   Private Network connection;

(b)   Load balancer;

(c)   Virtual Private Network (VPN);

(d)   Router; and

(e)   Firewall.

Private Network Connection

5.4   The connection of your Projects in an infrastructure node to your private network is included as a feature of your Cisco Cloud Services. The service level for your connection is the same as your Cisco Cloud Service. The charges for the connection are set out in Your Agreement.

Load Balancer

5.5   A full proxy between users and compute resources is included as a feature of your Cisco Cloud Service as a means to optimise and balance traffic across a set of compute resources. You are responsible for configuring the balancing level and the compute resources to be balanced.

Virtual Private Network (VPN)

5.6   A VPN allows you to access your infrastructure resources over the Public Network connection using IPSEC tunnelling technology. The endpoint network addresses terminating into your

Cisco Cloud Service are provided by you. You are responsible for configuring your VPN service.

Router

5.7   A networking resource that directs data traffic within your Cisco Cloud Service according to a routing policy is included as a feature of your Cisco Cloud Service. You are responsible for defining the routing policy.

Firewall

5.8   The Firewall resource provides functionality you configure to restrict certain access and network traffic into and out of your Cisco Cloud Service. We do not promise that the Firewall service will prevent unauthorised access to your network. You are responsible for configuring the classification and control of network traffic, intrusion detection and content filtering settings.

6   SERVICE LEVELS

6.1   The Bronze service level grade is provided for the following resources forming part of your Cisco Cloud Services:

(a)   Compute Infrastructure

(b)   Storage Infrastructure

(c)   In node network

(d)   Connection to both public and private networks

6.2   The Bronze service levels for Cisco Cloud Services are outlined in table 1 below.

Table 1

Service Level	Service Level Grade
	Bronze
Service Support Coverage Hours	24 hours x 7 days
Service Availability[1]	99.90%
Service Activation	
Minor[4]	1 hour
Standard[4]	10 business days[2]
Service Modification	
Pre-defined Modifications[5]	1 hour

Service Level	Service Level Grade
	Bronze
Incident Response Time	
Severity 1	15 minutes
Severity 2	30 minutes
Severity 3	45 minutes[3]
Severity 4	120 minutes[3]
Incident Restore Time	
Severity 1	2 hours
Severity 2	6 hours
Severity 3	8 hours[3]
Severity 4	24 hours[3]

[1] *Service Availability is calculated each month and measured on the preceding month. Service Availability is the Total Service Minutes minus Total Qualifying Outage Minutes divided by Total Service Minutes. Qualifying Outage Minutes means unplanned service downtime minus Excused Events.*

[2] *Provided that the request is logged before 1pm on a business day. If the request is logged after 1pm, measurement of Service Activation or Service Modification commences at 9am on the following business day.*

[3] *We only accept responsibility for a failure to meet this service level if the incident relating to the relevant product occurs between 7am and 7pm on a business day.*

[4] *A Standard activation is one requiring connection to your existing private network. A minor activation is one without connection to a private network.*

[5] *Pre-defined modifications exclude any changes to the Telstra Next IP network connection.*

6.3 A higher service level may be achievable by configuring an application workload across multiple compute instances across multiple infrastructure nodes, the implementation of which is your responsibility unless otherwise agreed in Your Agreement.

Severity Levels

6.4 All Incidents are classified into four severity levels as set out in table 2 below.

Table 2

Severity Level	Description
Severity 1	Your Cisco Cloud Services are degraded to a level where you cannot use them.

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Severity 2	Your Cisco Cloud Services are severely degraded to a level where you only have very limited use of them.
Severity 3	The operational performance of your Cisco Cloud Services is impaired although most of your Cisco Cloud Services remain functional.
Severity 4	Information is required on capabilities, installation, or configuration of the Cisco Cloud Services. There is little or no impact to your Cisco Cloud Services.

Service Availability

6.5 We will provide the Cisco Cloud Services to achieve or exceed the Service Availability service level set out in table 1 above.

6.6 We will not be liable for any failure to meet the Service Availability service level nor to pay any Service Level Credits where:

(a) The failure was caused by an Excused Event;

(b) Your Cisco Cloud Services are partially available; or
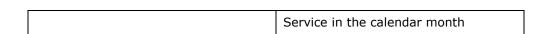
(c) You are able to start an alternative instance.

Service Level Credits

6.7 If the total unavailability of your Cisco Cloud Services is greater than the Service Availability service level you may be eligible for a Service Level Credit as set out in table 3 below.

Table 3

Service Availability	Service Level Credit
100% to 99.9%	N/A
<99.9% - 99.5%	7% of the Cisco Cloud Services charge for the impacted Cisco Cloud Service in the calendar month
<99.5% - 99.00%	14% of the Cisco Cloud Services charge for the impacted Cisco Cloud Service in the calendar month
<99.00%	21% of the Cisco Cloud Services charge for the impacted Cisco Cloud

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	Service in the calendar month

6.8   The Service Level Credits payable by us to you in any given calendar month will not exceed 10% of your total Cisco Cloud Services charges for the particular calendar month.

6.9   You must apply to us for Service Level Credits within 5 days after the end of the calendar month for which you believe you are entitled to a Service Level Credit.

6.10   The Service Level Credits are your sole and exclusive remedy for any failure by us to achieve the Service Availability service level for the Cisco Cloud Services.

7   SPECIAL MEANINGS

7.1   The following words have the meaning set out below:

"**Excused Events**" means any of the following:

(a)   scheduled downtime, maintenance time, or work undertaken as part of a Change Request;

(b)   faults, outages and issues arising from your acts or omissions;

(c)   the time required to initiate another instance in an alternative region;

(d)   you are in breach of Your Agreement for the Cisco Cloud Services;

(e)   factors outside of our reasonable control.

"**Project**" means a group of selected server, storage and network resources, within specified quotas.

"**Service Level Credit**" means the amount in Australian dollars that we will provide to you as a credit in the event that we fail to meet or exceed the Service Availability service level.

"**Total Service Minutes**" means the total number of minutes in a calendar month (calculated by multiplying 60 times 24 by the number of calendar days in the month).

"**Total Qualifying Outage Minutes**" means the number of minutes during the calendar month that a Cisco Cloud Service was Unavailable, less the minutes attributable to any Excused Events.

"**Unavailable**" means that more than one infrastructure node on which you are running an instance are unavailable to you because your instances on those infrastructure nodes have no external connectivity or are otherwise unresponsive.

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