

# OUR CUSTOMER TERMS

## CLOUD SERVICES – RIVERMEADOW

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Certain words are used with the specific meanings set out below or in the General Terms section of Our Customer Terms.

### 1 ABOUT THE RIVERMEADOW SECTION

- 1.1 This is the RiverMeadow application section of Our Customer Terms.
- 1.2 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, may apply.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.4 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. 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.

### 2 RIVERMEADOW SERVICE

#### Availability

- 2.1 From November 30, 2017 Rivermeadow is no longer be available for order by new customers and customers with existing Rivermeadow services will no longer be able to add new services, make changes to existing services or recontract existing services.

#### What is RiverMeadow?

- 2.2 The RiverMeadow service is an automated workload migration service that allows you to connect to a physical, virtual or cloud server (the 'source' server) and migrate a copy of it to a different cloud server (the 'target' server).

#### Eligibility

- 2.3 RiverMeadow is available through the Telstra Cloud Services Store.
- 2.4 You will also need to use the RiverMeadow portal in order to activate your RiverMeadow service, perform various administrative functions and to activate certain support functions. You must comply with the terms that govern the use of the RiverMeadow portal and any other terms presented to you by RiverMeadow in connection with your use of the RiverMeadow service.

#### Telstra Customers

- 2.5 The RiverMeadow Service is not available to Telstra Wholesale customers or for resale.

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- 2.6 You must not provide or assist with the provision of the RiverMeadow Service to any other person.
- 2.7 You must ensure that only your Authorised Users use the RiverMeadow Service.

### 3 COMPATIBILITY, ORDERING AND ACTIVATION

- 3.1 You can only use your RiverMeadow service to migrate a source server to a target cloud server that relates to a cloud service that has been purchased through the Telstra Cloud Services Store.

#### Compatibility

- 3.2 The RiverMeadow service does not work with all cloud platforms. It is your responsibility to ensure that you check the RiverMeadow compatibility matrix (available at [www.rivermeadow.com/compatibility](http://www.rivermeadow.com/compatibility)) before purchasing any entitlements to the RiverMeadow service, to ensure that the RiverMeadow service works with your source and target servers. We take no responsibility, and accept no liability, for any entitlements to the RiverMeadow service, or attempted migrations using the RiverMeadow service, where you attempt to use the service with platforms that are not listed in the RiverMeadow compatibility matrix.

#### Ordering

- 3.3 You can place an order in the Telstra Cloud Services Store for one or more 'entitlements' to the RiverMeadow service.
- 3.4 Once your order has been successfully submitted to us, it will take up to two business days to allocate your entitlements.
- 3.5 You will receive an email with instructions about how to initiate a migration using your entitlement(s). To do this, you will need to register for and log into the RiverMeadow portal.

#### Migration

- 3.6 Before performing a migration using the RiverMeadow service, you must ensure that your source and target servers are properly set up to perform the migration, including by backing up any data. The migration process is not guaranteed to preserve all data.
- 3.7 You can separately ask us to provide Cloud Professional Services if you need assistance with the preparations for a migration. If we agree to perform these services, they will be governed by separate terms.

### 4 MIGRATIONS

- 4.1 The RiverMeadow service is available in 'entitlements'. Each entitlement allows you to perform a single migration from one server (and a virtual server counts as one server) to another cloud server, using the RiverMeadow portal. Each entitlement is only exhausted once the migration is successful.

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- 4.2 A migration is successful when the following occurs:
- (a) the source server's selected, locally attached, data files (**Data Volumes**) are replicated in the destination cloud with the right attributes, settings and configuration; and
  - (b) the operating system is properly converted and successfully boots in the target cloud.
- 4.3 Only the selected Data Volumes are migrated as part of a migration. The RiverMeadow service does not migrate files in a network file system or common internet file system, or other remotely accessed data volumes, and does not migrate internet files, certain temporary files and directories. You are responsible for separately backing up and migrating these files.

### Problems with migrations

- 4.4 If your Data Volumes have been successfully migrated and the operating system successfully boots in the target cloud, but you can't access the Data Volumes, a successful migration has still been performed and the relevant entitlement has been used. We are not responsible for resolving issues with accessing Data Volumes if they have been successfully migrated and the operating system successfully boots.
- 4.5 If the Data Volumes are not migrated during the migration, you will not lose the entitlement.
- 4.6 Within 10 business days after each migration, you can notify us that you think it has not been completed successfully in accordance with the criteria listed above. We will perform the migration again (free of charge) if this occurs.
- 4.7 You then have a further five business days to notify us if you think the further migration has not been completed successfully in accordance with the criteria listed above. If you do so, we will raise a request for technical support on your behalf to help resolve the issue.
- 4.8 If you do not provide any notice within the five business day period, the migration is deemed to be successfully completed and we have no further responsibility or liability for it, save where any issues are caused by our negligence.

### Migration times

- 4.9 Migrations are performed using your network's native route between the source and destination. The migration time will depend on your network connection and the amount of data you need to migrate.

## 5 CHARGES

- 5.1 The charge for each entitlement is set out in the Telstra Cloud Services Store.
- 5.2 Charges will accrue immediately upon ordering, and will be added to your Telstra bill if you are an existing Telstra customer.

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- 5.3 Charges are non-refundable, even if you do not use the entitlement to perform a migration. Accordingly, you should only buy an entitlement if you need it.
- 5.4 Unless we otherwise agree, entitlements will remain valid for 12 months from purchase. Further entitlements can be purchased at any time through the Telstra Cloud Services Store.

### Early termination charges

- 5.5 There are no Early Termination Charges because the RiverMeadow service is a once-off service. However, if you do not use an entitlement, we will not refund the charges for that entitlement.

## 6 SUPPORT

- 6.1 We will provide you with Level 1 support in relation to pricing, billing, provisioning via the Telstra Cloud Services Store, call logging, first-level technical support (including identifying known problems and applying known solutions to those problems).
- 6.2 You can contact us via email ([cloudservices.sales@team.telstra.com](mailto:cloudservices.sales@team.telstra.com)) and phone (1800 620 345), between 9am and 5pm (AEST).
- 6.3 For Level 2 support, you can contact us and we will raise a request for technical support for you. Alternatively, you can contact our third party supplier, RiverMeadow, through the RiverMeadow portal, or through their online contact tool (during the USA's East Coast and West Coast business hours). For more details see [www.rivermeadow.com/contact](http://www.rivermeadow.com/contact).

## 7 INTELLECTUAL PROPERTY, DATA AND LIABILITY

- 7.1 You acknowledge that we (or our licensors) own all rights in the RiverMeadow service. We grant you a limited, non-transferable licence to use the RiverMeadow service for the sole purpose of conducting migrations as permitted by the usual functionality in the RiverMeadow portal. You must not, and must not assist, permit or enable any third party to use, copy, modify or share the RiverMeadow service or RiverMeadow portal, nor to reverse-engineer, decompile or otherwise seek to replicate or copy the RiverMeadow service or RiverMeadow portal.
- 7.2 We acknowledge that you (or your licensors) own all data being migrated as part of the RiverMeadow service. You grant us and our third party suppliers a licence to access your network and source server, and to access, copy, store, modify, transmit and publish your data, in each case as necessary to perform the migrations and any other of our obligations.
- 7.3 You warrant that you have the right to grant us the licence in section 7.2 and that our exercise of these rights will not infringe the rights (including any intellectual property rights) of any person, and will not breach any law. You indemnify us against any loss, claim, expense, fine, penalty or proceedings of whatever nature in connection with an alleged or actual breach of this warranty.

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- 7.4 You acknowledge that the RiverMeadow service is not guaranteed to operate without interruption or failure. We do not guarantee that all of your data will be migrated, and we do not guarantee that your data will not be corrupted. Accordingly, you should only use the RiverMeadow service with systems designed with appropriate redundancy, fault tolerance and backup features.