

# OUR CUSTOMER TERMS CLOUD SERVICES – VMWARE V CLOUD AIR

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# OUR CUSTOMER TERMS

## CLOUD SERVICES – VMWARE VCLLOUD AIR

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

### 1 ABOUT THE VMWARE VCLLOUD AIR SECTION

- 1.1 This is the VMware vCloud Air section of Our Customer Terms.
- 1.2 Provisions in other parts of the Cloud Services section also apply. See section one of the General Terms of the Cloud Services section at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various parts of the Cloud Services section are to be read together.
- 1.3 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 VMWARE VCLLOUD AIR

#### What is VMware vCloud Air?

- 2.1 VMware vCloud Air is an infrastructure-as-a-service offering operated and managed by VMware.
- 2.2 You can choose from three core VMware vCloud Air products:
  - (a) dedicated cloud – a single-tenant private cloud with dedicated compute, storage and cloud management; and
  - (b) virtual private cloud – a multi-tenant virtual private cloud with logically isolated resources on shared physical infrastructure.
  - (c) disaster recovery cloud – a disaster recovery solution which provides cloud-based failover and recovery of remote virtual machines.

#### Eligibility

- 2.3 To be able to use the VMware vCloud Air products, you must accept and comply with the VMware terms of Service available at <https://www.vmware.com/support/product-support/vcloud-hybrid-service/terms-of-service.html> (“VMware Terms of Service”).

### 3 SERVICE FEATURES

- 3.1 The full description of the VMware vCloud Air products and their features is set out on VMware’s website at <https://www.vmware.com/files/pdf/vchs/vCloud-Hybrid-Service-Service-Description.pdf>, and in the VMware Terms of Service.

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### 4 SERVICE LEVELS

- 4.1 The service levels for the VMware vCloud Air products are set out on VMware's website at <https://www.vmware.com/support/product-support/vcloud-hybrid-service/sla.html>.

### 5 PLANS AND CHARGES

- 5.1 The pricing for the various VMware vCloud Air products is set out in the Telstra Cloud Services portal.
- 5.2 The VMware vCloud Air products are available with a choice of minimum term (such as 1, 3, 12, 24 or 36 months). Details of the available plans are set out in the Telstra Cloud Services portal.
- 5.3 You can add additional components or functionality ("**add-on**") at any time, and if you do, the term for each add-on will end at the same time as your initial minimum term. ]
- 5.4 Unless you have selected manual renewal, at the end of your minimum term your VMware vCloud Air products will automatically renew for a period the same as your minimum term and on the then-current pricing, unless either party notifies the other that it does not wish to automatically renew in accordance with clause 5.6.
- 5.5 If you select manual renewal, you may be contacted before the end of the minimum term to discuss your renewal options. If you wish to modify your VMware vCloud Air product configuration (e.g. contract term or add-on quantities), you can only do this during the renewal period and within the Telstra Cloud Services portal. You must do this within 30 days of your contract renewal date. We will notify you when your modify option becomes available. These changes will take effect upon renewal. If you do not make any changes to your current VMware vCloud Air plans by the deadline in the clause below, your plan will automatically renew.
- 5.6 If you wish to cancel your VMware vCloud Air product(s), you need to tell us:
- (a) at least 30 days in advance if your minimum term is 3 months or less; or
  - (b) at least 45 days in advance if your minimum term is more than 3 months.

#### Early termination charges

- 5.7 Selected VMware vCloud Air plans are eligible for early termination for convenience. To be eligible, your VMware vCloud Air plan must:
- (a) be paid monthly (pre-paid plans are not eligible); and
  - (b) have a fixed term of at least 12 months and at least 3 months of the fixed term have elapsed.

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- 5.8 Please contact us if you wish to cancel a plan eligible for early termination for convenience. Termination of your plan will be effective on the last day of your next subscription billing period, although certain metered charges may take up to 90 days to appear on your bill following cancellation.

For example: if your subscription billing period ends on the 15<sup>th</sup> of each month (please note this may vary from your billing date), you must notify us by the 10<sup>th</sup> of April to terminate your VMware vCloud Air products with effect from 15<sup>th</sup> May (45 days before the renewal date). If notice is provided on 11 April, termination will be effective on 15<sup>th</sup> June.

- 5.9 If your plan is eligible for early termination for convenience and your plan is cancelled before your minimum term has ended, an Early Termination Charge (ETC) applies. The ETC is calculated as a fee equal to one month's fees (including add-on fees) for every 12 month period remaining in your fixed term plan as at the date of termination. For example:

Months remaining of fixed term at the date of termination	ETC amount
3 – 12 months	Equal to 1 months fees (including add-ons)
13 – 24 months	Equal to 2 months fees (including add-ons)
25 – 36 months	Equal to 3 months fees (including add-ons)

## 6 SUBSCRIPTION PURCHASING PROGRAM

- 6.1 As part of VMware's Subscription Purchasing Program (SPP), you can acquire subscription services credits (SPP Credits) to redeem against selected eligible VMware vCloud Air services. Details of eligible VMware vCloud Air services are at [www.vmware.com/go/purchasenow](http://www.vmware.com/go/purchasenow).
- 6.2 Your participation and purchase of SPP Credits is subject to the terms outlined in the SPP Program Guide at [www.vmware.com/go/purchasenow](http://www.vmware.com/go/purchasenow).
- 6.3 You can purchase SPP Credits within our Cloud Services Store. You can log in to the My VMware portal to view, manage and redeem your SPP Credits.
- 6.4 Each purchase of SPP Credits is a single transaction, and the total cost will appear on your next Telstra bill as a one-time fee. Your Telstra bill will not include any VMware vCloud Air Services for which you are redeeming SPP Credits.
- 6.5 You may only elect to pay for your VMware vCloud Air Services using SPP Credits at the start of your plan term or when renewing your plan. Moving from payment by SPP Credits to cash (i.e. your Telstra bill) is not currently supported.
- 6.6 If you have insufficient SPP Credits to pay for your VMware vCloud Air services, VMware may suspend and ultimately terminate your VMware vCloud Air services if you do not acquire additional SPP Credits. An ETC may apply to termination of your VMware vCloud Air services in this circumstance.