OUR CUSTOMER TERMS
CONTENT DELIVERY

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OUR CUSTOMER TERMS
CONTENT DELIVERY

1 ABOUT THIS SECTION

Our Customer Terms

1.1 This is the Content Delivery section of Our Customer Terms.

1.2 The General Terms of Our Customer Terms at http://www.telstra.com.au/customerterms/bus_government.htm apply.

Inconsistencies

1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency.

1.4 Any right for us to suspend or terminate your Content Delivery Service in this section is in addition to our rights to suspend or terminate your Content Delivery Service under the General Terms or our agreement with you.

2 CONTENT DELIVERY SERVICE

2.1 Depending on what is agreed in your Application Form with us, the Content Delivery Service is made up of one or more of the following:

(a) the Web Performance Service which is designed to improve website performance;

(b) the Media Delivery Service which is designed to optimise delivery of on-demand and live video content; and

(c) the Cloud Security Service which is designed to provide multilayer protection to secure websites.

2.2 Under your Application Form with us:

(a) you may choose one or more of the features and options described in the table below in relation to the Web Performance Service, Media Delivery Service and Cloud Security Service; and

(b) we will advise you of any other features or options you will also require under your Application Form in order to be able to receive the features and options referred to in clause 2.2(a) above.

Content Delivery Service elements	Features	Options
Web Performance Service	• Ion Standard • Ion Premier • Ion Media Advanced • DSA • IP Application Accelerator &	• Ion with HTTPS Option • Edge Redirector • Visitor Prioritisation • Image Converter

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Content Delivery Service elements	Features	Options
	Session Accelerator	• Fast DNS • Cloud Monitor • Tiered Distribution • FEO • Sure Route • Prefetching • Advanced Offload • GTM Standard • GTM Premier • Content Targeting • Identity Services
Media Delivery Service	• Adaptive Media Delivery • Download Delivery • Object Delivery • DSD • RTMP Media Delivery	• HTTPS Delivery (Shared Certificate) • HTTPS Delivery (Custom Certificate) • Media Analytics • NetStorage • Media Services Live • Live Stream Packaging

Content Delivery Service elements	Features	Options
		• Live Smooth Enablement • Live Media Encryption • On Demand Stream Packaging • On Demand Transcoding • On Demand DRM Wrapping • On Demand Smooth Enablement • On Demand Media Encryption • Fast DNS • Cloud Monitor • Tiered Distribution • GTM Standard • GTM Premier • Content Targeting • Identity Services
Cloud Security Service	• Kona Site Defender	• WAF • Site Shield • Client Reputation • DDoS Fee Protection • Compliance Management

3 YOUR RESPONSIBILITIES

3.1 You must provide all information, assistance and access to your systems requested by us in order to enable us to meet our obligations under this section of Our Customer Terms including to enable us to comply with applicable laws.

3.2 You must provide us with the contact details of one of your personnel with whom we can work in relation to technical issues relating to the Content Delivery Service.

3.3 You are solely responsible for:

(a) managing all arrangements with End Users, including communicating with them, handling their complaints and trouble reports and all software, hardware, systems or infrastructure necessary for End Users to access and use the Customer Content;

(b) all changes to, and support and maintenance of, your Equipment;

(c) notifying us of the details of your contacts to allow us to escalate any issues or incidents to those contacts as required; and

(d) your use of the Content Delivery Service.

4 CUSTOMER CONTENT

4.1 You must provide the Customer Content to us in the format and in the manner we specify to you.

4.2 You must ensure that you have all necessary rights, permissions and consents (including waivers) relating to Customer Content (and associated metadata) to allow us (and our subcontractors) to provide the Content Delivery Service to you.

5 ACKNOWLEDGEMENTS AND EXCLUSIONS

5.1 You acknowledge and agree that:

(a) you must not use the Content Delivery Service to store Personal Information;

(b) you must ensure that the DSA is only used solely in relation to web sites and not for web based applications;

(c) applying FEO and any changes we, or our subcontractors, make to FEO capabilities, may result in web page errors. We will use reasonable commercial efforts to avoid web page errors, however, you acknowledge and agree that we are not be responsible for errors or site slowdown due to use of FEO and we exclude all liability for the same;

(d) we may from time to time change or discontinue our APIs but where we do so, to the extent reasonably practicable, we will use commercially reasonable efforts to continue supporting the previous version of those APIs for up to 12 months from the change or discontinuance;

(e) in providing the Cloud Security Services, we and our subcontractors may capture relevant service-specific session information for purposes of identifying the source of distributed denial of service attack traffic;

(f) the Cloud Security Services may not detect, prevent, protect against or eliminate all online attacks or security threats;

(g) we are not responsible for any loss that you suffer as a result of the Cloud Security Service, blocking or limiting network traffic due to an online attack, security threat or perceived online attack or security threat; and

(h) the Content Delivery Service is not intended as a back-up service and you agree that you will be solely responsible for information, record and data retention back-up (including in order for you to comply with applicable laws).

5.2 You agree that the Content Delivery Service may be unavailable due to a Force Majeure Event or due to scheduled maintenance which we will notify you of in advance.

5.3 The Content Delivery Service does not include:

(a) maintenance and support of your Equipment;

(b) supply, maintenance or support of End User Devices;

(c) managing DNS problems; and

(d) the provision of carriage services to you or your End Users.

5.4 Except where we otherwise agree with you, you agree that you must not assign, transfer, distribute, lease or otherwise provide access to any third party to the Content Delivery Service, or use the Content Delivery Service with or for the benefit of any third party (other than End Users).

5.5 You must not resell or resupply the Content Delivery Service.

5.6 We may at any time, suspend, cancel or disable access to the Content Delivery Service or the Customer Content if:

(a) you do not, or we reasonably believe that you are not or will not, comply with the Acceptable Use Policy;

(b) required by law or by any regulatory body;

(c) such Customer Content:

(i) gives right to a cause of action against us;

(ii) is contrary or is likely to be contrary to any law or regulation; or

(iii) infringes or is likely to infringe the Intellectual Property Rights or any other right of a third party; or

(d) we reasonably consider that such Customer Content or information could threaten the security or integrity of the Content Delivery Service or any of our, or third party, networks.

5.7 We will provide you with a post-incident report in relation to any action taken under clause 5.6 providing an explanation of what was removed or disabled, and why, as soon as reasonably practicable after any such event.

5.8 If one of our third party suppliers suspends, cancels or terminates the supply of a service that we rely on to provide you with the Content Delivery Service, then we will endeavour to:

(a) procure an alternative third party to provide a replacement service; or

(b) provide the relevant service ourselves.

5.9 If we are unable to procure or provide the service in accordance with clause 5.8, we may suspend, cancel or terminate the Content Delivery Service or the affected part of the Content Delivery Service. We will give you as much notice as is reasonably possible in the circumstances.

5.10 You acknowledge and agree that your use of the Content Delivery Service may lead to Customer Content and Data being transmitted and stored outside Australia.

6 PRIVACY

6.1 The terms of this clause 6 apply to the Content Delivery Service unless we tell you otherwise in writing.

6.2 You agree and consent that:

(a) we may use and disclose Personal Information that is made available to us in order to provide the Content Delivery Service to you including disclosing Personal Information to third parties who provide services to us;

(b) we may use or disclose Personal Information in accordance with the Telstra Privacy Statement (available at http://www.telstra.com.au/privacy/privacy-statement/index.htm), this section of Our Customer Terms and in accordance with our agreement and Application Form(s) with you; and

(c) in order to deliver and support the Content Delivery Service, we may disclose Personal Information we collect from your personnel and End Users to third parties such as our suppliers, contractors and third party service providers (or their suppliers). In some instances this will involve the transfer of such Personal Information to a country outside of Australia and you consent to this transfer, storage and use of Personal Information outside of Australia.

6.3 You warrant:

(a) you have taken all steps necessary in accordance with Privacy Laws to permit us and any third parties who provide services to us to collect Personal Information and to use, disclose, store and transfer such Personal Information as contemplated under this clause 6; and

(b) you have notified or made the relevant individual aware of the matters required by APP 5.1 in respect of the use and disclosure of that individual's Personal Information as contemplated under this clause 6.

6.4 You indemnify us against any claim, cost, loss or liability which may arise in connection with your breach of the warranty in clause 6.3 above.

7 ACCEPTABLE USE POLICY

7.1 We, and our subcontractors, take no responsibility for any Customer Content created, accessible through or delivered on the Content Delivery Service. We do not monitor or exercise any editorial control over the Customer Content.

7.2 You are solely responsible for all Customer Content including controlling access to and use of the Customer Content through the Content Delivery Service.

7.3 You must, and are solely responsible for ensuring, that the Content Delivery Service is used by you in accordance with applicable laws, with this section of Our Customer Terms and, our agreement.

7.4 If you use a domain name in connection with your use of the Content Delivery Service, you must ensure that the domain name must not violate any trademark, service mark, or other rights of any third party.

7.5 You must not use, and must not let the Content Delivery Service to be used, in a manner:

(a) that is illegal;

(b) to distribute material that is defamatory, obscene or could cause offence or harm;

(c) that interferes (or threatens to interfere) with the efficiency and security of the Content Delivery Service or another person's services;

(d) that interferes (or threatens to interfere) with the security of another person;

(e) accepts, transmits or distributes unsolicited bulk email;

(f) to send or relay unsolicited commercial email or intentionally launch, propagate or cause the storage or execution of computer viruses or malware;

(g) in a manner that infringes any other person's Intellectual Property Rights, confidential information or other similar rights;

(h) that is pornographic in nature;

(i) that enables online gambling unless we agree otherwise with you;

(j) that transmits or distributes material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations; or

(k) which we, in our sole discretion consider indecent, inappropriate or inconsistent with generally accepted standards of decency.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Except where expressly stated otherwise, nothing in this section of Our Customer Terms transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of a party.

8.2 You acknowledge and agree that we own Intellectual Property Rights in any material, other than Customer Content, created through your use, or the operation, of the Content Delivery Service.

8.3 You grant to us a non-exclusive and royalty-free licence to use the Intellectual Property Rights in any material provided by you (or on your behalf) to us under this section of Our Customer Terms to enable us (and our subcontractors) to perform our obligations under this section of Our Customer Terms, our agreement with you and any Application Form(s) under it, with the right to sublicense to our subcontractors on the same terms.

9 ONLINE PORTAL ACCESS AND SECURITY

9.1 We may provide you with an account numbers, account names and passwords for the Customer Portal and for features and options forming part of the Content Delivery Service.

9.2 The Customer Portal will provide you with access to configuration tools, reports and other support services and tools in relation to your Content Delivery Service. You are responsible for managing and maintaining control over who will have access to the Customer Portal.

9.3 You acknowledge and agree that:

(a) configuration changes via the Customer Portal intentionally, accidently or maliciously can cause failure of the Content Delivery Service and security breaches; and

(b) you are solely responsible for any configuration changes you or your personnel make to the Content Delivery Service, through the Customer Portal or otherwise, and any loss that results from those configurations. You agree that we are not liable for any such loss.

9.4 You are responsible for ensuring the confidentiality of any call-in numbers, account numbers, authentication details, and passwords issued or chosen (including password strength) by you (and your authorised users) as part of the Content Delivery Service.

9.5 You must notify us if you suspect that your (or your authorised users') authentication details have

been disclosed to another person without your consent.

9.6 Unless caused by our negligent act or omission, we are not liable for any loss or damage that you or any other person suffers as a result of you, or your authorised users, disclosing your account number, authentication details, password or call-in number(s.

9.7 Where we make available to you, two factor authentication in relation to accessing the Customer Portal, we recommend that you use it.

9.8 You warrant to us that:

(a) you have implemented and will maintain (and, where relevant, use your best endeavours to procure your third party suppliers to implement and maintain) on any system that interfaces with our systems used to supply the Content Delivery Service, commercially available systems designed to scan and detect viruses, worms, trojan horse or other form of malicious code in Customer Content and any other materials you transmit to us; and

(b) the Customer Content and other materials provided by you, or on your behalf, to us, and activities carried out in relation to it (including storage, duplication, adaptation, modification and transmission), will not infringe the Intellectual Property Rights of any third party, violate any applicable laws (including defamation) or breach any authorisation required to be held by you.

9.9 You indemnify us in relation to any loss or expense incurred by us as a result of a claim by a third party against us as a direct result of any breach of clause 9.8. This indemnity does not apply to the extent the claim is caused or contributed to by our (or our subcontractor's) breach of this section of Our Customer Terms.

10 SPECIAL MEANINGS

10.1 In this section of Our Customer Terms:

Acceptable Use Policy means the terms of use set out in clauses 5.4, 5.5, 7.3, 7.4 and 7.5 of this section of Our Customer Terms.

Adaptive Media Delivery provides access to the Content Delivery Network, and provides optimisations for the delivery of pre-segmented adaptive media formats such as HLS, HDS and MPEG-DASH.

Advanced Offload comprises access to optimisation features that are designed to improve the cacheability of complex content on the Content Delivery Network's edge servers.

API means application programming interface, being software which enables 2 or more other items of software to interact with each other.

Application Form means the application form you have entered into with us under your agreement with us.

Audience Analytics includes access to dashboards and reports to understand audience behaviour and analyse the drivers of this behaviour and aggregates data from your available data sources.

Client Reputation is designed to help you protect your online applications from attacks, improve accuracy and fight online threats.

Cloud Monitor is a data API for monitoring activity and performance of Internet applications delivered via the Content Delivery Network.

Cloud Security Service comprises the features and options you agree with us under your agreement or Application Form as described in clause 2.2 of this section of Our Customer Terms.

Compliance Management a collection of documentation and tools designed to assist you in understanding how your Content Delivery Service relates to your own compliance initiatives through supporting documentation, policies and procedures mapped to sections of specific compliance frameworks such as PCI DSS compliance and ISO 27002.

Content Delivery Network means our, or our subcontractor's, content delivery network.

Content Delivery Service has the meaning given in clause 2.1 of this section of Our Customer Terms.

Content Targeting comprises access to specific tags providing IP based information of End Users connecting to the network. Attributes can be identified based on information which include one or more of the following: country code, region code, network code, network type and device type.

Customer Content means content and applications including any third party content or applications, provided to us by you, on your behalf, for delivery or processing by the Content Delivery Service.

Customer Portal a portal we will make available to you to manage the Content Delivery Service.

Data means your data and information which may include Personal Information and End User data.

DDoS Fee Protection provides you with a credit for overage fees incurred due to a distributed denial of service attack.

Download Delivery provides access to the Content Delivery Network and NetStorage and is designed for the delivery of large files.

DNS means a domain name system.

DRM means digital rights management.

Dynamic Site Accelerator or **DSA** means access to the Content Delivery Network, and access to site acceleration services for caching and acceleration of web sites and includes Prefetching, route optimisation, and transport protocol optimisation options.

Dynamic Site Delivery or **DSD** provides access to the Content Delivery Network for caching and acceleration of web sites.

Edge Redirector is designed to assist you in managing the redirection of traffic to your custom URLs.

End User means a person who connects to the Content Delivery Network via the Internet to access Customer Content via the Content Delivery Service.

End User Device means the equipment, applications or systems used by your End Users for the purpose of receiving Customer Content.

Equipment means your equipment required to access and use the Content Delivery Service.

Fast DNS provides a primary and secondary DNS service via a network of DNS servers deployed across multiple networks designed to improve DNS performance, security and scalability.

Front End Optimisation or **FEO** provides you with performance optimisation functionality we make available to you that can be applied to an HTML page or a grouping of them.

GB means gigabyte where 1 GB is equal to 1,000 MB.

Global Traffic Management Standard or **GTM Standard** is a DNS-based load balancing solution that is designed to route traffic between different resources based on configurable rules that can increase availability and performance.

Global Traffic Management Premier or **GTM Premier** means GTM Standard in addition to performance and load feedback features that may be created.

HDS means HTTP dynamic streaming which supports Adobe Flash.

HLS means HTTP live streaming which supports Apple iPhone/iPad.

HTTP means hypertext transfer protocol.

HTTPS means secure hypertext transfer protocol.

HTTPS Delivery (Custom Certificate) provides HTTPS access for Customer Content delivered using the Content Delivery Service, using your own hostname matching one of the entries on a corresponding digital certificate hosted on the Content Delivery Network.

HTTPS Delivery (Shared Certificate) provides HTTPS access for Customer Content delivered using the Content Delivery Service, using a hostname matching one of the wildcard entries on a shared certificate.

Identity Services are designed to integrate certain End User information into Customer Content by using an authentication and authorisation layer.

Image Converter is designed to provide you with access to call graphical manipulations using a specified URL API upon images supplied by you on origin web servers, or on NetStorage.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Ion is designed to provide scalable, quality web experiences across End User situations, while optimising infrastructure offload and operational agility.

Ion with HTTPS Option means Ion in addition to access to the Content Delivery Network and provision of one of the following and an SSL network access certificates.

Ion Media Advanced means Ion in addition to access to the Content Delivery Network and advanced situational performance services suited for media organisations.

Ion Premier means access to the capabilities of Ion Standard plus acceleration and optimisation through one or more of the following features: Sure Route, Advanced Offload, Front End Optimisation capabilities (in addition to those in Ion Standard) and Fast DNS.

Ion Standard means Ion in addition to access to the Content Delivery Network and situational performance services including Front End Optimisation capabilities.

IP Application Accelerator & Session Accelerator acceleration services for Internet Protocol based business applications, which includes one or more of the following features: route optimisation, transport protocol optimisation, dynamic mapping, forward error correction and dynamic packet

replication.

KB means kilobyte(s) where 1 KB is equal to 1,000 bytes.

Kona Site Defender is designed to improve the security posture of your websites and web applications, and reduce the likelihood and impact of security events by mitigating attacks in the Content Delivery Network prior to reaching your origin infrastructure.

Live Media Encryption is a security service designed to help limit stream ripping attacks. This mechanism enables the delivery of encrypted content from a Content Delivery Network edge server all the way to the player run-time.

Live Smooth Enablement allows you to ingest and deliver live Smooth Streaming Customer Content.

Live Stream Packaging generates multiple output formats from a single input format (RTMP->HDS/HLS), provides enhanced archive management and enables customers to leverage Media Encryption.

MB means megabyte(s) where 1 MB is equal to 1,000 KB.

Media Analytics is a suite of analytics functionality that includes Audience Analytics, QoS Monitor, Viewer Diagnostics, and Server Side Analytics.

Media Delivery Service comprises the features and options you agree with us under your agreement or Application Form as described in clause 2.2 of this section of Our Customer Terms.

Midgress Traffic means additional traffic from a Midgress server to a Content Delivery Network edge server generated by certain Content Delivery Service components and may be billed in addition to other usage traffic.

Media Services Live provides access to one or more of Content Delivery Network workflow features for live streaming such as stream packaging functionality, smooth stream enablement functionality, media encryption, archiving and rest APIs.

NetStorage provides access to network based storage service that may be used with the Content Delivery Service as an origin or source for files and includes the following restrictions and limitations:

(a) the maximum size of a single storage group is 10 TB;

(b) the maximum size of a file that can be uploaded is 100 GB; and

(c) the maximum number of files in any given directory is 50,000.

Object Delivery provides access to the Content Delivery Network of non-HTML files up to 100MB in size.

On Demand DRM Wrapping is designed to protect encoded content by applying DRM technologies as part of transcoding and content preparation workflow.

On Demand Media Encryption a security service designed to help limit stream ripping attacks. This mechanism enables the delivery of encrypted content from a Content Delivery Network edge server all the way to the player run-time.

On Demand Smooth Enablement is designed to allow you to ingest and deliver on-demand Smooth Streaming Customer Content.

On Demand Stream Packaging is designed to package your videos in supported formats, into the appropriate format to enable multi-bitrate delivery over the Content Delivery Network.

On Demand Transcoding is designed to encode your videos in supported formats, into the appropriate format, bitrates, and frame sizes to enable multi-bitrate delivery over the Content Delivery Network.

Personal Information has the meaning given under the Privacy Act 1988 (Cth).

Prefetching is a technique to improve web page performance by pre-caching the next expected elements.

Privacy Laws means the Privacy Act, the Spam Act 2003 (Cth), the Telecommunications Act 1997 (Cth), any registered APP Code that binds a party and any other legislation, principles, industry codes and policies relating to the handling of Personal Information.

QoS Monitor provides quality of service trends across various dimensions including time, geography, format, service providers and aggregates data from your available data sources.

RTMP Media Delivery means access to Content Delivery Network for Customer Content delivery of on demand and live streaming in the Adobe Flash RTMP format.

Server Side Analytics includes access to dashboards and reports to understand audience behaviour and analyse the drivers of this behaviour based on server side data sources.

Site Shield allows you to restrict traffic going to your origin infrastructure to a limited set of content delivery points of presence.

Smooth Streaming means HTTP adaptive streaming protocol from Microsoft.

SSL means secure socket layer.

Sure Route applies to your requests (that are identified as not to be cached) and is designed to ensure that user requests make it to your origin server and back via the fastest available Internet routes.

TB means terabyte(s) where 1 TB is equal to 1,000 GB.

Tiered Distribution is used to provide greater origin offload by allowing many edge deployments to go forward to a smaller set of deployments which in turn go forward to the origin. If this functionality is enabled, then Midgress Traffic will be generated. Midgress Traffic may be billed in addition to other usage traffic.

URL means uniform resource locator.

Viewer Diagnostics includes access to a dashboard that provides insights into individual viewer's video consumption over a 60 day period.

Visitor Prioritisation is designed to allow you to redirect a portion of traffic directed at your URL to a virtual waiting room webpage configured by you.

Web Application Firewall or **WAF** provides access to firewall functionality we make available to you which may include:

(a) network layer controls including an IP blacklist, an IP whitelist and geographic controls;

(b) reporting functionality; and

(c) application layer controls (firewall rules) both used to mitigate attacks against web applications and associated systems.

Web Performance Service comprises the features and options you agree with us under your agreement or Application Form as described in clause 2.2 of this section of Our Customer Terms.