

OUR CUSTOMER TERMS
CLOUD SERVICES - TELSTRA CLOUD CONNECTOR

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Certain words are used with the specific meanings set in clause 7 and in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>

1 ABOUT THIS SECTION

- 1.1 This is the Telstra Cloud Connector section of Our Customer Terms.
- 1.2 In addition to this Telstra Cloud Connector section of Our Customer Terms, unless we agree otherwise, the following terms also apply:
 - (a) General Terms of Our Customer Terms (see <http://www.telstra.com.au/customerterms/business-government/index.htm>); and
 - (b) General Terms of the Cloud Services section (see <https://www.telstra.com.au/customer-terms/business-government/cloudservices>); and
 - (c) other parts of the Cloud Services section, depending on the nature of the products and services that you receive from us.
- 1.3 For an explanation of the interrelationship between the various sections of Our Customer Terms see clause 1 of the General Terms of the Cloud Services section at the link above.

2 WHAT IS TELSTRA CLOUD CONNECTOR?

- 2.1 The Telstra Cloud Connector service enables you to connect your Eligible Telstra Network Service to Compatible Cloud Environments. You can also aggregate bandwidth across multiple Compatible Cloud Environments. For details of Eligible Telstra Network Services, Compatible Cloud Environment providers and locations please refer to the Telstra Cloud Connector Overview at <https://cloudsight.zendesk.com/hc/en-us/articles/360002419717-Cloud-Connector-Overview>.
- 2.2 The Compatible Cloud Environments will incur additional consumption charges.
- 2.3 Depending on the Compatible Cloud Environment, you may need to configure your Compatible Cloud Environment via the cloud provider's management console to complete the network route from your Telstra private network through to your cloud provider account.
- 2.4 You can purchase the Telstra Cloud Connector service either on a casual month to month basis or with a minimum term of up to a maximum of 36 months.
- 2.5 If you are on a month-to-month contract, you can upgrade or downgrade your Telstra Cloud Connector bandwidth at any time. If you are on a minimum term contract, you can upgrade your Telstra Cloud Connector bandwidth tier at any time but cannot downgrade your bandwidth tier below your original contracted tier during your minimum term. The Telstra Cloud Connector bandwidth changes will take effect immediately.
- 2.6 To upgrade or downgrade the bandwidth allocated to a specific Compatible Cloud Environment may require you to decommission the current connection and provision a new

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connection. Please refer to the Telstra Cloud Connector Overview for details of the limitations associated with your chosen Compatible Cloud Environment.

3 ELIGIBILITY

3.1 To use Cloud Connector you must have and continue to have:

- (a) an Eligible Telstra Network Service; and
- (b) a Compatible Cloud Environment.

4 CHARGES

4.1 You are responsible to pay the relevant charges for the Cloud Connector service.

4.2 The Cloud Connector charges are set out here: <https://cloudsight.zendesk.com/hc/en-us/sections/360000693237-Pricing>.

5 TERM AND TERMINATION

Minimum Term

5.1 You must take each Cloud Connector connection for at least one month or if you purchase the service on a minimum term contract for the Minimum Term set out in that contract.

Early Termination Charges

5.2 Early termination charges do not apply where you purchase the Cloud Connector service on a casual month to month basis.

5.3 Early termination charges apply where you purchase the Cloud Connector service on a minimum term contract and before the end of its applicable Minimum Term:

- (a) you terminate the Cloud Connector service, except where termination is due to our material breach; or
- (b) we terminate the Cloud Connector service due to your material breach.

5.4 The early termination charge is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount calculated as 85% of $A \times B$ where:

A is the average charges paid or payable each month for the relevant Cloud Connector service, up to the date of termination.

B is the number of months from the date of termination until the end of the applicable Minimum Term set out in our separate agreement with you.

5.5 You acknowledge that this is a genuine pre-estimate of our loss.

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6 SERVICE LEVELS

General

- 6.1 We aim to meet the service levels, set out below, for your service. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them.
- 6.2 The default service level grade for this service is Bronze. You do not have to pay an additional charge for the Bronze Service Level Grade.

Service Level	Service Level Grade 'Bronze'
Service Support Coverage Hours	Telstra Cloud Connector 24 x 7 days
Service Availability	99.95%
Service Activation	3 business days
Incident Response Target	
Severity 1	30 mins during Business Hours
Severity 2	1 Business Hours
Severity 3	4 Business Hours
Severity 4	8 Business Hours to best efforts
Incident Restore Target	
Severity 1	30 mins during Business Hours
Severity 2	1 Business Hour
Severity 3	4 Business Hours
Severity 4	8 Business Hours to best efforts

Service Level Exclusions

- 6.3 In addition to the service level exclusions in the General Terms, we are not responsible for a failure to meet a service level where the failure is caused due to:
- (a) misconfiguration of networking by you;
 - (b) disruptions caused by third-parties including but not limited to Compatible Cloud

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Connection providers; or

- (c) a Scheduled Maintenance Window Time as communicated by Telstra to you, to the most recent nominated commercial contact provided by you to Telstra for this service.

Service Level Rebates

6.4 If we fail to meet the Service Availability service level set out in the table above for your Telstra Cloud Connector, you may apply for a rebate in accordance with this clause.

6.5 If:

- (a) your Telstra Cloud Connector product is unavailable due to a problem caused by us and outside any nominated Telstra service window; and
- (b) the actual Service Availability of your Telstra Cloud Connector product is below that allowed under the Service Availability service level which corresponds to your product,

then in the monthly billing period in which the actual Service Availability is below the allowed Service Availability for your Telstra Cloud Connector product, you may apply for a rebate of five percent (5%) of your monthly service fee for each 30 minute block of unavailability exceeding the threshold contemplated under paragraph (b) above, to a maximum of 100% of your monthly service fee.

6.6 You must apply for a rebate within 60 days of the date the Service Availability failure was reported to us.

6.7 Any rebate will be applied to your Telstra bill at the end of the billing cycle.

7 SPECIAL MEANINGS

7.1 The following words have the following special meanings:

- (a) **Business Day** means Monday to Friday (excluding public holidays).
- (b) **Business Hours** are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).
- (c) **Eligible Telstra Network Service** means a Telstra-provided network carriage product, including but not limited to Telstra Next IP® or IP VPN services, that satisfies Telstra's technical, contractual, and operational criteria for integration with Telstra Cloud Connector.
- (d) **Compatible Cloud Environments** means public or private cloud platforms, including but not limited to Amazon Web Services (AWS), Microsoft Azure, that support private connectivity protocols and meet Telstra's cloud certification, security, and operational integration standards, whether procured through Telstra or provided by the customer.

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- (e) **Scheduled Maintenance Window Time** means a time as communicated by Telstra to you. During this window, Telstra may perform planned maintenance activities on the service.