

OUR CUSTOMER TERMS TELSTRA PROGRAMMABLE NETWORK

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OUR CUSTOMER TERMS

TELSTRA PROGRAMMABLE NETWORK

Certain words are used with the specific meanings set out below or in the General Terms of Our Customer Terms at http://www.telstra.com.au/customerterms/bus_government.htm.

1 ABOUT THE TELSTRA PROGRAMMABLE NETWORK SECTION

- 1.1 This is the Telstra Programmable Network section of Our Customer Terms.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms of Our Customer Terms apply to the products provided under the Telstra Programmable Network section.

2 WHAT IS TELSTRA PROGRAMMABLE NETWORK?

2.1 The Telstra Programmable Network Service provides access to a software-defined networking platform (**Telstra Programmable Network Platform**) that enables you to build and subscribe to the following service components:

- (a) Data Centre Interconnect - Bandwidth On-Demand Layer 2 Ethernet Private Line Service (**Layer 2 Flow Service**);
- (b) Internet Access Service (**IA Service**);
- (c) Global Exchange Service (**GE Service**);
- (d) A **Marketplace** for:
 - (i) Virtual Network Functions (**vAppliance**);
 - (ii) universal Customer Premises Equipment (**uCPE Service**);
 - (iii) Gateway Protection (**GP**);

each a "**Telstra Programmable Network Service**".

- 2.2 You may request us to provide a Cross Connect or Local Loop to you to connect your Site to the Telstra Programmable Network Platform.
- 2.3 You can access and manage your Telstra Programmable Network Services through the Telstra Programmable Network Portal.

3 TELSTRA PROGRAMMABLE NETWORK SERVICES

Data Centre Interconnect/ Layer 2 Flow Service

3.1 The Layer 2 Flow Service allows you to set up one or more end-to-end connections between End Points or between End Point and other features in Telstra Programmable Network (each connection is a '**flow**'). An End Point is an available point of connection on the Telstra Programmable Network, in one of the Point of Presence. You may select the bandwidth, Latency, contract term and renewal option for each Layer 2 Flow Service.

IA Service

3.2 The IA Service allows you to access the Internet through the Telstra Internet Direct infrastructure from an End Point or other feature in Telstra Programmable Network.

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GE Service

- 3.3 The GE Service provides connectivity to third parties such as other public cloud providers, or to your existing Telstra WAN e.g. IP VPN, or to customers who are connected to the Telstra Programmable Network Platform.
- 3.4 When connecting to a third party, you must contract directly with the third party for the supply of any services provided by them to you.
- 3.5 We are not liable for any costs or damages incurred by you arising from or connected with the supply of any third party services to you pursuant to our GE Service.

Marketplace

- 3.6 The Marketplace enables you to purchase virtual appliances (vAppliances), uCPE, and other packages, such as Gateway Protection.

4 MARKETPLACE SERVICES

vAppliance

- 4.1 The vAppliance service provides a virtual appliance (virtual machine) such as firewalls and routers from various vendors. You must Bring-You-Own-Licence (BYOL) for the vAppliances from these vendors. You obtain and pay us for the virtual machines to host them in one of our VNF farms. Virtual machines vary sizes in terms of number of CPU and amount of memory.
- 4.2 You must contract directly with those third parties for the supply of any virtual functions services provided by those third parties to you. We are not liable for any costs or damages incurred by you arising from procuring these licences.

uCPE

- 4.3 The uCPE service is an integrated solution which includes physical hardware, software, and support.
- 4.4 The uCPE is capable of hosting and running one or multiple virtual appliances (vAppliance).
- 4.5 You are responsible for obtaining and maintaining (at your cost) any carriage services required in order to use the uCPE service, these must be ordered separately to the uCPE service.
- 4.6 You acknowledge and agree that we may use third party suppliers to provide or perform elements of the uCPE service.
- 4.7 There are two options for you acquiring uCPE service:
 - (a) buy it from us; or
 - (b) rent it from us.
- 4.8 The charges for the uCPE service are set out in the Telstra Programmable Network Portal.
- 4.9 If you buy the uCPE from us:

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- (a) Ownership of the uCPE only passes to you once you have paid us in full; and
 - (b) Risk in the uCPE passes from us to you on delivery.
- 4.10 If you rent the uCPE from us:
- (a) We retain ownership of the uCPE;
 - (b) Risk in the uCPE passes from us to you on delivery; and
 - (c) You must not sell, dispose of or encumber the uCPE; and
 - (d) You must continue paying us the rental charge even if certain events occur, including a defect, breakdown, accident, loss, theft, damage, non-return of the uCPE, or any unavailability of the uCPE, unless our breach of contract or negligence caused the event or unavailability.
 - (e) unless we agree otherwise with you in writing, you must return the uCPE to us at the end of the rental period.
- 4.11 Regardless of whether you buy or rent the uCPE from us:
- (a) we will also charge you a monthly fee for the use of the uCPE as set out in the Telstra Programmable Network Portal.
 - (b) you must not alter the labels or other identifying marks on any equipment we provide you.
- 4.12 We procure the right for you to use any software that forms part of the uCPE on the same terms that the relevant third party vendor grants such licenses. You agree to comply with the license terms. If you select Juniper uCPE all software usage will be governed by the Juniper End User Licence Agreement located here: <http://www.juniper.net/support/eula.html>
- 4.13 We will deliver the uCPE to your nominated address. We will try, but do not promise, to meet any indicative delivery date. Hardware installation is not included in the uCPE service.
- 4.14 You acknowledge that you have examined the uCPE before accepting delivery of the uCPE service.
- 4.15 You are responsible for:
- (a) ensuring the installation locations for the uCPE service meet the hardware specifications (including for power and cooling), a copy of which can be provided on request; and
 - (b) if you engage a third party to install the uCPE service, paying any third parties you engaged to install the uCPE service.
- 4.16 We reserve the right to repossess the uCPE service, or suspend or terminate your uCPE service, if you don't pay the purchase price in full or fail to pay any rental charges.
- 4.17 You are responsible for operation and changes of your data back-up, data recovery and disaster recovery measures. We will not be responsible for any of your internal processes, procedures or requirements to ensure the protection, loss, confidentiality or security of your

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data in your environment.

- 4.18 We will remotely download configuration prepared by us to the uCPE, and manage the uCPE remotely using your carriage service connected to the uCPE.
- 4.19 We monitor the status of uCPE. If we detect a fault related to the uCPE, we will notify you. You must raise an incident to us for us to start the incident management process.
- 4.20 We will maintain and manage the operating software of the uCPE. We have exclusive access to the login and password for the uCPE. You will configure your uCPE service through the Telstra Programmable Network Portal.
- 4.21 We provide equipment maintenance to the uCPE. You have selectable maintenance levels relating to the on-site response time and service hours. You must choose a maintenance level for each uCPE.
- 4.22 On-site support services are performed at your premises.
- 4.23 The response times for on-site support services, are subject to geographic restrictions depending on the location of your premises.

Gateway Protection (GP)

- 4.24 Gateway Protection is a security service designed to restrict malicious or unwanted data traffic in or out of your network.
- 4.25 Gateway Protection provides you with a virtualised next generation firewall solution that operates within the Telstra Programmable Network environment.
- 4.26 You must have an existing Telstra WAN service in order to use Gateway Protection.
- 4.27 We may offer additional tiers and additional features for Gateway Protection service from time to time in future.
- 4.28 Your use of any Palo Alto Networks software in the Gateway Protection service is subject to your acceptance of and compliance with the Palo Alto Networks EULA, a copy of which can be found at https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf
- 4.29 You may be given a high degree of control over your firewall and security configuration and policies. If you configure and manage your Gateway Protection service in such a manner that causes disruption to your service and/or deletion of any of your data, you will be responsible for any loss that you suffer as a result and you may need to pay us an additional charge to rectify any problems.
- 4.30 You acknowledge and agree that we, and the third party vendors, will need to have management access to your Gateway Protection service to perform any installation, configuration, monitoring or other tasks that are necessary to supply the service to you.
- 4.31 We do not promise or guarantee that your Gateway Protection service will prevent or detect unauthorised access or breaches to/from your network.
- 4.32 We will carry out your firewall policy configuration requests as instructed but we will not advise on the merits of the request or the potential consequences of implementing the

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request. You agree and acknowledge that any and all firewall policy configurations, remain your sole responsibility. You further acknowledge and agree that we accept no liability whatsoever, either consequential or direct that may arise from those policy configurations.

Gateway Protection – (Standard) Firewall – Self Managed

- 4.33 Gateway Protection's firewall service provides a set of features and capabilities, feature availability may depend on the specific Gateway Protection tier that you select at time of purchase. Details of the available tiers and features included in each tier can be found at the User Guide available online through the Telstra Programmable Network Portal.
- 4.34 All standard tier self-managed firewall policy configurations will be applied to the firewall via the Gateway Protection dashboard interface. You will not have access to the underlying firewall management console or web interface.

SSL VPN/IPSEC VPN

- 4.35 IPSEC VPN allows you to access your shared or dedicated servers over the Public Network via your Gateway Protection service using IPSEC tunnelling technology.
- 4.36 SSL VPN allows you to access your shared or dedicated servers over the Public Network via your Gateway Protection service using SSL tunnelling technology.

Geo-redundancy

- 4.37 An optional geo-redundancy capability is available which increases the resiliency of your Gateway Protection service. The geo-redundancy capability is available at an additional charge.

Critical Patch & Software Management

- 4.38 We will maintain and monitor the health and availability of the Gateway Protection service and will apply relevant maintenance updates and urgent/critical software updates. The application of the software patches and updates will be solely at our discretion.

Security Content Updates

- 4.39 As part of the Gateway Protection service, we will apply security content updates, such as signatures for the Intrusion Prevention System (IPS) and Introduction Detection System (IDS), as well, as Threat and URL updates to enhance the firewall's security capabilities. The application of those security updates and threat data will be solely at our discretion.

Virtual Firewall – VNF Backup and Restoration

- 4.40 We keep a backup of your last updated configuration which you can request us to restore for you.

Virtual Firewall - Log and Data Retention

- 4.41 We will record the firewall data and log for the duration of your Gateway Protection service. Each log is only retained for a maximum of twelve (12) months from the date the data or log is recorded. All data and logs will be erased upon cancellation of your Gateway Protection service.

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Gateway Protection Service Level Targets

4.42 Your Gateway Protection service is made up of several elements. The service level targets have been outlined below. We will use reasonable efforts to meet the targets, but they are not guaranteed performance standards, and we are not liable for any failure to meet them.

Redundancy Mode	Availability Service Levels	Description
Standalone (Single Instance)	99.9% monthly, which measure includes the following: <ul style="list-style-type: none"> The Telstra WAN interconnect end point The virtual firewall The layer-2 flow connecting the interconnect end point and the virtual firewall. 	<ul style="list-style-type: none"> Under standalone mode, a single virtual firewall instance is deployed within your selected location. The firewall connects to a local Telstra WAN interconnect end point.
Geo-Redundant (HA) (Stateless failover)	99.99% monthly, which measure includes the following: <ul style="list-style-type: none"> 2x Telstra WAN interconnect end points (Primary and Secondary) 2x virtual firewall (Primary and Secondary) The layer-2 flows connecting the interconnect end points and the virtual firewalls 	<ul style="list-style-type: none"> Under Geo-redundant mode, 2x virtual firewalls are deployed as Active/Standby. You choose a primary location and a secondary location for the virtual firewalls. Each firewall connects to a local Telstra WAN interconnect end point. BGP/BFD failover is configured between primary and secondary network and firewall. Failover occurs in sub-seconds. This is a stateless firewall failover, Active network connections through your primary firewall are dropped and need to be re-established in the event of failover.

Service Level Exclusions

4.43 In addition to the service level exclusions in Service Levels section, we are not responsible for a failure to meet a service level where you have accessed the Gateway Protection service by any means not agreed with us.

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Minimum term

- 4.44 You must acquire Gateway Protection service for a duration as set out in the Marketplace screen (**minimum term**).
- 4.45 If your Gateway Protection service is terminated for any reason, other than our material breach, before the end of the minimum term we may charge you an early termination fee calculated as:

$$A \times B \times 55\%$$

Where:

"A" = the monthly recurring charges for your Gateway Protection service

"B" = the number of months (or part of a month) remaining in your selected minimum term

Where the minimum term that is longer than one (1) month.

5 TELSTRA PROGRAMMABLE NETWORK PORTAL

Registration and Ordering Process

- 5.1 Once we have received your signed application form, we will provide you with credentials to enable you to access the Telstra Programmable Network Portal, through which you will have access to the Telstra Programmable Network Platform and the ability to order and manage Telstra Programmable Network Services.
- 5.2 You will be deemed to have authorised your Authorised User to place Online Orders with us. You agree to be bound by any Online Order placed by an Authorised User.

General

- 5.3 We will provision the Telstra Programmable Network Services to you based on the information you provide to us in your application form and within the Telstra Programmable Network Portal. You agree that all information provided by you is true, accurate, up to date and complete. You agree to promptly advise us of any changes to your information so that it remains true, accurate, up to date and complete.
- 5.4 You acknowledge and agree that any of your Authorised Users that have access to the Telstra Programmable Network Portal will be provided with full access and usage rights unless you ask for such access and usage rights to be limited. We do not guarantee that we will be able to apply the limitations on access and usage rights that you require. If we are not able to apply the limitations you require, we will let you know.

Support Partners

- 5.5 If you or one of your Authorised Users chose to give an authorised Telstra dealer or partner ("**Support Partner**") access to the Telstra Programmable Network Portal to perform the functions on your behalf, they will also be considered one of your Authorised Users.
- 5.6 By making a Support Partner one of your Authorised Users, you are granting that Support Partner full administrative rights to your Telstra Programmable Network account for the purpose of managing your Telstra Programmable Network Services in accordance with your

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instructions and subject to this Telstra Programmable Network section ("**Support Partner Services**"). Support Partner Services include authorising your Support Partner, at your request, to perform any administrative function within the Telstra Programmable Network Portal that you or your Authorised Users are authorised to perform under this Telstra Programmable Network section.

- 5.7 Support Partner Services are provided at the discretion of the Support Partner and we do not guarantee that:
- (a) you will receive written confirmation of your request; or
 - (b) that your request will be dealt with within a certain timeframe; or
 - (c) that Support Partner Services will be provided at specific times requested by you.
- 5.8 You are responsible for ensuring that any requests to Support Partners are made by Authorised Users who have your authority to do so and that all such persons comply with this Telstra Programmable Network section.
- 5.9 When accessing the Telstra Programmable Network Portal on your behalf, you acknowledge that Support Partners may have access to any personal information contained or collected through the Telstra Programmable Network.
- 5.10 You may have non-excludable rights under consumer protection laws in relation to the Support Partner Services. Subject to any non-excludable rights:
- (a) the Support Partner Services are provided on an "as is" basis, without warranties of any kind (including, those that would otherwise be implied by law); and
 - (b) we do not warrant that your use of the Support Partner Services will be secure or error free or that your Support Partner will meet your requirements;
 - (c) we make no representations about the suitability, reliability, availability or timeliness of the Support Partner Services.
- 5.11 If you're entitled to rely on any condition or guarantee as a non-excludable right under consumer protection laws, then to the full extent permitted by law our liability for breach of the condition or guarantee is limited to the supply of the Support Partner Services again.
- 5.12 Your use of a Support Partner does not in any circumstances create an employer/employee relationship, agency arrangement or partnership between you and us or you and the Support Partner.
- 5.13 We are not liable for any act or omission of a Support Partner, unsolicited purchases, changes in subscriptions or service cancellations made by the Support Partner on your behalf, and you indemnify us against all claims arising out of your use of the Support Partner Services, unless and to the extent that the claim arises out of our breach of contract, or our negligent act or omission.
- 5.14 To the extent permitted by law, we are not liable for any loss or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with your appointment of a Support Partner to manage your Telstra Programmable Network Services.

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Control policies

5.15 You must ensure that:

- (a) each individual Authorised User has an unique, personal identifier ("**Domain ID**" and user name) and password that can be used within the Telstra Programmable Network Portal to refer to that particular Authorised User;
- (b) each personal identifier must not be used by another person or re-used for another person;
- (c) Domain IDs must not be shared;
- (d) you comply with all directions and processes given by us that are, in our opinion, necessary to minimise unauthorised access.

Unauthorised access

5.16 You must not and you must ensure that your Authorised Users do not engage in Unauthorised Access, including without limitation you must:

- (a) actively monitor usage of the Telstra Programmable Network Portal to ensure full enforcement and compliance of this Telstra Programmable Network section;
- (b) ensure all Authorised Users who are involved in Unauthorised Access in breach of this Telstra Programmable Network section lose their status immediately as Authorised Users and you notify us immediately in writing of such change;
- (c) where a person stops being an Authorised User or an Authorised User, immediately terminate all or part of that person's access rights as appropriate and notifying us of that change; and
- (d) install and maintaining physical security and network security protection measures, including any we may notify you of from time to time.

Access not guaranteed

5.17 We:

- (a) may suspend, interrupt or restrict access to the Telstra Programmable Network Portal at any time without giving you prior notice;
- (b) will endeavour to provide, but do not guarantee:
 - (i) the provision of a continuous or fault free access to the Telstra Programmable Network Portal; and
 - (ii) that the information contained in the Telstra Programmable Network Portal is complete and accurate.

Monitoring usage

5.18 We may monitor actual or attempted access of the Telstra Programmable Network Portal. If we believe that any person is involved in Unauthorised Access or otherwise risks jeopardising

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the security or integrity of any of our systems, in addition to any other rights we have we may:

- (a) suspend or cancel any access to the Telstra Programmable Network Portal; and
- (b) direct you to permanently remove any Authorised User's access to the Telstra Programmable Network Portal and immediately deactivate their associated User ID. You must immediately comply with any such direction.

Document sharing

- 5.19 If you upload, transmit, post or otherwise make any documents or other information available on the Telstra Programmable Network Portal you must ensure that those documents or information are up to date; not misleading; not defamatory; do not contain offensive language or material; do not breach any laws, standards, content requirements or codes; do not infringe the rights of, or breach any duty to, any third party (including that third party's intellectual property rights); and do not and will not expose us to the risk of any claim, legal or administrative action or prosecution.
- 5.20 If, in our reasonable opinion, any documents or information uploaded, transmitted, posted or otherwise made available by you breach clause 5.19 or are the subject of any claim, complaint, investigation, legal or administrative action or prosecution, we may in our sole discretion and without notice to you, remove that documents or information from the Telstra Programmable Network Portal or cease making the Telstra Programmable Network Portal available to you. We will not be liable to you if we remove that document or information.
- 5.21 You warrant that you will conduct such tests and computer virus scanning as may be necessary to ensure that documents uploaded by you onto, or downloaded by you from, our systems do not contain any computer virus and will not in any way, corrupt the data or systems of any person.
- 5.22 You should ensure that you keep copies of all such information which you make available on the Telstra Programmable Network Portal for your own records and do not rely on us or the Telstra Programmable Network Portal to keep copies of any such information for any purposes.
- 5.23 You agree that any documents or information which you make available on the Telstra Programmable Network Portal we may use and make copies of for the purpose of working on our contract with you (including making it available to any third parties who assist us in any way with such contracts) and we may copy, store and disclose copies of the documents and information in accordance with our company policies and legal obligations.

6 ELIGIBILITY

- 6.1 In order to connect to the Telstra Programmable Network Platform you must either have an existing WAN service from us, or connect your Site to a Telstra Programmable Network POP via a Cross-Connect or a Local Loop.
- 6.2 In order to acquire our IA Service or our EA Services you may be required to procure your own equipment such as a router or request that we provide that equipment to you.

7 CHARGES

- 7.1 We will not charge you for access to the Telstra Programmable Network Portal.

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- 7.2 Charges for your Telstra Programmable Network Services are displayed at the time of purchase in the Telstra Programmable Network Portal and may change from time to time.
- 7.3 Charges in the Telstra Programmable Network Portal are displayed in the currency you specified in your application form and are exclusive of any GST. We will rate your services in US dollars and bill you in Australian dollars. Any applicable GST will be added to your bill after the charges have been converted to Australian dollars.

8 TERM

- 8.1 You may select for a Telstra Programmable Network Service:
- (a) an Initial Period in hours, days, weeks, months or years; and
 - (b) whether that Telstra Programmable Network Service will be disconnected or renewed at the expiry of the Initial Period. Any renewal will be on the then current pricing for that Telstra Programmable Network Service.

9 YOUR RESPONSIBILITIES

- 9.1 Unless otherwise stated, you are responsible for providing and maintaining all computer systems, software and infrastructure within your premises that are necessary for you to access the Telstra Programmable Network Portal and Telstra Programmable Network Services.
- 9.2 You must comply (and ensure that your Authorised Users comply) with:
- (a) the licence terms of any software (such as application software or operating system) which you use in connection with Telstra Programmable Network Services.
 - (b) all terms applicable to any third party services you use in connection with the Telstra Programmable Network Services.
- 9.3 You must not use third party products or services in connection with the Telstra Programmable Network Portal, Platform or Services which have terms and conditions which conflict with or could cause you to breach of the terms of this section or other agreement with us.
- 9.4 You grant to us all rights, consents, permissions and licenses necessary to enable us and our subcontractors and suppliers to legally view, copy and store any information you provide on the Telstra Programmable Network Portal for the sole purpose of performing our obligations in connection with providing the Telstra Programmable Network Services to you or any law.

Acceptable Use

- 9.5 You must implement the necessary controls to ensure that you do not use the Telstra Programmable Network Portal or Telstra Programmable Network Services for any of the following:
- (a) to store, process, or transmit material that is tortious or in violation of any applicable laws;
 - (b) to transmit malicious code;

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- (c) to interfere with, unreasonably burden, or disrupt the integrity or performance of the Telstra Programmable Network Portal or any Telstra System or third-party data contained therein;
- (d) to attempt to gain unauthorized access to systems or networks; or
- (e) to provide access to the Telstra Programmable Network Portal to non-user third parties, including, by resale, license, loan or lease; and
- (f) must use commercially reasonable efforts to prevent and/or block any use prohibited under this Telstra Programmable Network section by your personnel or users.

9.6 You warrant that you will not use, permit or facilitate the use of the Telstra Programmable Network Services or Telstra Programmable Network Portal:

- (a) without Telstra's express approval, in relation to the business or affairs of any person other than you;
- (b) to infringe the intellectual property rights of any person;
- (c) to breach any law, standards, content requirements or applicable codes of conduct;
- (d) to publish or disseminate any material that is defamatory, pornographic, depicts acts of violence, sexual acts or which may perpetuate hatred against any person or group or have the likely effect of causing offence or harm;
- (e) to menace or harass any person;
- (f) to publish or disseminate any material that contains any instructions which if implemented might cause damage or injury to any person or property; or
- (g) in a manner which will expose Telstra to the risk of any claim, legal or administrative action.

Indemnity

9.7 You indemnify us against all liability and loss arising directly or indirectly from any and all actions, suits, causes of action, claims, demands, damages, costs, penalties, charges and expenses of every description whatsoever incurred in connection with:

- (a) a breach by you or your Authorised Users of your obligations under this Telstra Programmable Network section; and
- (b) any wilful, unlawful or negligent act or omission by you, your Authorised Users in connection with your use of the Telstra Programmable Network Portal, Platform or Services.

10 SECURITY REQUIREMENTS

Infrastructure

10.1 You must, at your own cost:

- (a) install and maintain the physical and network access security measures specified by us

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from time to time; and

- (b) use reasonable endeavours to ensure that the systems or locations that receive and/or store all information about customers, including billing information, are not capable of being accessed by anyone other than your Authorised Users for the sole purpose of performing obligations under this Telstra Programmable Network section.

Viruses

- 10.2 You must use your best endeavours to ensure that no viruses or similar computer programs are transmitted to our computer systems through or as a result of you accessing the Telstra Programmable Network Portal or using the Telstra Programmable Network Services in accordance with this Telstra Programmable Network section. At a minimum, you must:
- (a) ensure any information or computer program transmitted to our systems is free from known viruses and similar computer programs; and
 - (b) implement, maintain and enforce a virus protection policy in accordance with the highest industry practice.

Audit

- 10.3 We may conduct an audit so we are able to determine whether or not, and to what extent, you are complying with your obligations under this Telstra Programmable Network section. You must fully co-operate with us, and make available for inspection, all systems, facilities, records, information and personnel relating to performance of this Telstra Programmable Network section.

11 PRIVACY

- 11.1 You acknowledge that in connection with the provision of the Telstra Programmable Network Services to you, your personal information may be stored and processed in Australia, the United Kingdom, United States or any other country where we, or our suppliers, contractors and/or agents have facilities, and you consent to the transfer of information outside of your country.

12 TERMINATION

- 12.1 You may stop using the Telstra Programmable Network Portal at any time, for any reason. Although your current Programmable Network Services will remain active and we will continue to bill you for them until you cancel them.
- 12.2 Without limiting any other provision of this Telstra Programmable Network section, we may suspend or terminate your access to the Telstra Programmable Network Portal if:
- (a) you are in breach of this Telstra Programmable Network section;
 - (b) there is an emergency; or
 - (c) we are required by law.
- 12.3 We may revoke your access to the Telstra Programmable Network Portal without further notice or liability if it is unused by you for more than six (6) months.

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- 12.4 Your Authorised Administrator is required to immediately terminate Telstra Programmable Network Portal access to any Authorised User who leaves your organisation.

13 SERVICE LEVELS

Service Delivery Time

- 13.1 We aim to make each Layer 2 Flow Service, IA Service, GE Service or vAppliance available to you within 10 minutes after you click the "Deploy" button on the Telstra Programmable Network Portal. This is measured from when you click to when the flow is deployed, it doesn't mean there is traffic running across the flow.
- 13.2 If we fail to deliver the Telstra Programmable Network Service to you within 10 minutes other than as a result of an Exclusion Event, you may claim a credit of 5% of the charges for the applicable Service for each minute of delay, up to a maximum credit of 50% of the monthly charges for the period in which the SLA was missed for the impacted Telstra Programmable Network Service. The credit amount will be based on the actual usage charge for the period.

Availability

- 13.3 We aim to meet the following monthly Availability targets only for your Layer 2 Flow Service, Marketplace and IA Service:

Table 2: Service Availability Target

Telstra Programmable Network Service	Availability Target
Layer 2 Flow Service	100%
Marketplace	100%
IA Service	99.95%

- 13.4 The Availability of your Layer 2 Flow Service or Marketplace Service in a month is calculated only on a Telstra Programmable Network PoP to Telstra Programmable Network PoP basis as follows:

$$\frac{(\text{Total Monthly Usage Time LESS Aggregate Monthly Unavailability During Usage Time}) \times 100\%}{\text{Total Usage Time in that month}}$$

- 13.5 The Availability of your IA Service is measured as the total number of minutes that IP packets could pass through the PoP in which your IA Service is located, according to measurements we conduct, as a percentage of the total number of minutes in the month. We do not count scheduled outages or Excluded Events when calculating the Availability of your IA Service.
- 13.6 If your Layer 2 Flow Service, Marketplace Service or IA Service does not meet the Availability Target in a month, you may claim a credit calculated as follows:

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Unavailability % x monthly charges for the impacted Layer 2 Flow Service, Marketplace Service or IA Service

- 13.7 The credit payable for failing to meet the Service Availability target is capped at 50% of the monthly charges for the period in which the SLA was missed for the impacted Layer 2 Flow Service, Marketplace or IA Service.

Latency

- 13.8 We aim to meet the monthly Latency targets specified on the Telstra Programmable Network Platform for the Latency level selected by you for your Layer 2 Flow Service (**Latency Target**).
- 13.9 The actual Latency of your Service in a month is measured in milliseconds using the following formula:

$$\frac{\Sigma \text{ (Average Monthly Latency)}}{\text{Total Monthly Samplings of Latency}} = \text{Latency (ms)}$$

- 13.10 If we fail to meet the Latency Target for your Layer 2 Flow Service, you may claim a credit of 30% of the charges for the period in which the SLA was missed for the impacted Telstra Programmable Network Service. The credit amount will be based on the actual usage charge for the period.

Exclusion Events

- 13.11 In addition to the Exclusion Events specified in the Agreement Terms, any faults or Unavailability caused by the following are Exclusion Events for each Telstra Programmable Network Service:
- (a) the unavailability of capacity for Telstra Programmable Network Services;
 - (b) circuits comprising a part of the Telstra Programmable Network Service that are provided by third-party suppliers;
 - (c) failure or outage of any part of the sub-sea portion of the submarine cable system (including any hardware or software thereof) used for the supply of Layer 2 Flow Services.

Scheduled Maintenance

- 13.12 We may perform scheduled maintenance on your Telstra Programmable Network Services, which may cause your Telstra Programmable Network Services to be temporarily unavailable. We will give you reasonable notice before performing such scheduled maintenance. However, we reserve the right to implement urgent maintenance updates, if we deem it necessary.
- 13.13 We reserve the right to instigate emergency maintenance procedures and updates, to address urgent or critical issues without notice, if required to protect our customers and the wider Telstra Programmable Network Services.

14 SPECIAL MEANINGS

- 14.1 Unless otherwise stated, the following words have the special meanings set out below:

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Authorised User means each registered person who can place Online Orders on your behalf on the Telstra Programmable Network Portal.

Available or **Availability** means the number of minutes in a month during which a Service is not Unavailable.

City Pairs mean, for example, Tokyo-Singapore, Hong Kong-Taipei, Sydney-Seoul, and include such City Pairs as may be available from time to time and are accepted by us in an Online Order.

Cross Connect means a network interconnection service that runs between your equipment located in a Telstra Programmable Network PoP to our End Point in a Telstra Programmable Network PoP.

End Point means an available point of connection on the Telstra Programmable Network Platform.

Initial Period means the minimum period for which you must acquire a Service, as set out or referred to in an Online Order, order form or an applicable Service Schedule.

Latency means the time taken in milliseconds for a 64byte frame to be sent from a Telstra Programmable Network PoP to another Telstra Programmable Network PoP and return to the first Telstra Programmable Network PoP. We measure Latency each minute to determine the average monthly Latency each month.

Local Loop means the domestic connecting carriage service providing a direct connection between a Telstra Programmable Network PoP in a country and your Site in that country.

Online Order means an order for a Telstra Programmable Network Service submitted by you and accepted by us via the Telstra Programmable Network Portal.

Telstra Programmable Network PoP means a network point of presence equipped with Telstra Programmable Network infrastructure maintained by us, our affiliate, or our partners in a city between any City Pairs.

Telstra Programmable Network Portal means our customer portal which you may use to access the Telstra Programmable Network Platform.

Ticket means your trouble ticket issued by us for any outage or fault reported by you, which will only be issued by us when you provide sufficient information for us to identify the Fault.

Unavailable or **Unavailability** means an unplanned outage that results in the total disruption of a Telstra Programmable Network Service, such that the Telstra Programmable Network Service is unable to send and receive data. Unavailability commences when a Ticket has been logged by our service desk, and excludes any period during which an Exclusion Event applies.

WAN means a Multi-Protocol Label Switching (MPLS) service based on Layer 3 IP connectivity. A Telstra WAN service refers to Telstra's Next IP Network or Telstra's IPVPN.