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1 About Acronis

1.1 Acronis are a global cyber protection company. Acronis provides integrated backup, security, disaster recovery, and enterprise file sync and share solutions to address five vectors of cyber protection safety, accessibility, privacy, authenticity, and security. Enhanced by AI technologies and blockchain-based data authentication, Acronis protects all data, in any environment, including physical, virtual, cloud, mobile workloads and applications.

2 About Telstra Cloud Backup, powered by Acronis

2.1 This is the Telstra Cloud Backup Powered by Acronis section of Our Customer Terms. 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, as well as in the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/index.htm, may apply.

2.2 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.

2.3 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.

3 The Telstra Cloud Backup, powered by Acronis Application

What is Telstra Cloud Backup, powered by Acronis?

3.1 Telstra Cloud Backup is a white-labelled online data backup application powered by Acronis Asia PTE LTD which gives you and your users the capability to backup and restore data files to and from servers or users’ devices for an agreed period of time.

4 Eligibility

4.1 You must have an Internet connection between your devices and our application platform in order to use and manage the Telstra Cloud Backup powered by Acronis application.

4.2 You must agree to the Apps Marketplace Terms and Privacy policy to be eligible to purchase the Telstra Cloud Backup powered by Acronis application.
5 Your Responsibility

5.1 You need to nominate an Administrator to manage your Telstra Cloud Backup application. The Administrator responsibility will automatically be assigned to the first End User who purchases the Telstra Cloud Backup Application. Additional system administrator privileges can be assigned and unassigned to and from End Users from within the Telstra Cloud Backup Admin Portal.

5.2 You are responsible for:

   a) activating new user accounts, including deploying the software through the Telstra Apps Marketplace;

   b) providing support to your users including product information, technical enquiries and training in connection with the Telstra Cloud Backup application;

   c) managing your users and backup consumption (consumed gigabytes) including adding and removing users, account suspension and/or cancellation; and

   d) the Internet connection between your devices and our application platform.

5.3 If your device fails, you must ensure that it is fully and properly restored (including re-installation of all relevant software if applicable) before re-connecting or re-accessing our application platform.

6 Your data

6.1 We provide support to the Administrator(s) that you nominate. We do not provide support for all users. Support to your nominated Administrator(s) includes assistance with ad hoc questions about the Telstra Cloud Backup application but does not include on-site assistance.

6.2 You are solely responsible for your conduct and data related to your Telstra Cloud Backup application. If you lose your password or the encryption key for your account, you may not be able to access your data.

6.3 We (and our suppliers, Acronis) may collect certain non-personally identifiable information which resides on your device, including, without limitation, statistics relating to how often backups are stared and completed, performance metrics relating to the software, and configuration settings. This information may be sent to our supplier and used by them as they see fit.
7 Limitations

7.1 We do not monitor other services (for example, your Internet service) even if we have visibility of those services in connection with the Telstra Cloud Backup application.

7.2 We are not responsible for the purchase or speed of your device or server.

7.3 The Telstra Cloud Backup application will back up your business data as requested, unless the user or company profile reaches their set data limit. Telstra does not automatically set a data threshold; this is set by the assigned Administrator(s). Any business data that may be lost as a result of reaching the set data limit is the responsibility of the assigned Administrator(s).

7.4 The Telstra Cloud Backup application transmits data over an Internet connection to our application platform. You acknowledge that, as part of the Telstra Cloud Backup service, we are not responsible for the Internet connection (or monitoring that connection) and data may be delayed or lost if your Internet connection is compromised. If the transfer of your data to our application platform is time critical, you acknowledge that the Telstra Cloud Backup application is not suitable for you.

7.5 You must ensure your Internet connection has a minimum upload bandwidth of 128 kbps available for use in connection with the Telstra Cloud Backup application.

7.6 The Service Software and application are not intended for use in connection with any nuclear, aviation, mass transit, or medical application or any other inherently dangerous application that could result in death, personal injury, catastrophic damage, or mass destruction, and you agree that, to the extent permitted by law, we have no liability to you as a result of any such use of the software.

8 Territory restrictions

8.1 You acknowledge and agree:

a) that we are only permitted to supply Telstra Cloud Backup application User licences to you if you are located in Australia,

b) you will not attempt to acquire any User Licences for any entities or personnel not located in Australia.
9 Service Software

9.1 You will need to install software on each device or server that you wish to use with the Telstra Cloud Backup application ("Service Software").

9.2 We do not guarantee that the Service Software for the Telstra Cloud Backup application is compatible with other software that your users may have on your device or server. If the Service Software is not compatible with other software that a user has, we may not be able to provide the Telstra Cloud Backup application for that device or server.

9.3 You must ensure that your users do not distribute or install the Service Software on other devices without your Administrator’s prior approval. If a user installs the Service Software on a device without authority from the Administration, you will be responsible for this, including paying the charges for the account.

9.4 The Service Software may periodically check for updates, you agree that we may automatically download and install updates on your devices.

9.5 In purchasing Telstra Cloud Backup and downloading, installing or using the Service Software, you accept and agree to enter into the Acronis Software Licence Agreement with Acronis International Gmbh, available at: https://dl.acronis.com/u/pdf/Acronis_corporate_EULA_en-US.pdf ("EULA"). You agree with us to comply with the EULA.

10 Export Control Laws

10.1 You must comply with any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licences, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States (including any U.S. antiboycott laws and regulations), the United Kingdom, the EU, EU Member States, Switzerland, the Nations or United Nations Security Council, that are applicable to your use of Telstra Cloud Backup.

11 Charges

11.1 The charges for your Telstra Cloud Backup application will depend on the number of User Licenses you choose to purchase, and the volume of data that you backup to the cloud through the Telstra Cloud Backup application. We will charge you a monthly charge for each plan that you acquire (as set out on the Telstra Apps Marketplace).
11.2 You are responsible for managing your own Telstra Cloud Backup storage volumes. The Telstra Cloud Backup application provides Administrators with the ability to control their organisation’s cloud storage volumes, both at the user level and the device level. The Telstra Cloud Backup application does not come with set cloud storage volume limits upon product activation. Cloud storage volume must be set by the Administrator. End Users can control the type of device data being backed up to the cloud, although they cannot set cloud storage volume limits at the spend level. Excess cloud storage volume is the responsibility of the Administrators to manage.

12 Term

12.1 Telstra Cloud Backup powered by Acronis is a month to month term service.

13 Service Levels

What are our service levels?

13.1 Unless a Service Level Exclusion applies, we aim to meet the Service Levels for your application set out in the table below. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them. “Service Availability” means the total number of minutes in a calendar month minus the number of minutes of that service is not available in a calendar month, divided by the total number of minutes of that calendar month.

<table>
<thead>
<tr>
<th>Service Availability in a calendar month</th>
<th>Service Level Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below 99.9%</td>
<td>2%</td>
</tr>
<tr>
<td>Below 99.8%</td>
<td>10%</td>
</tr>
<tr>
<td>Below 99.0%</td>
<td>25%</td>
</tr>
<tr>
<td>Below 95%</td>
<td>50%</td>
</tr>
</tbody>
</table>

Service Credit Claims

13.2 To qualify for a Service Level Credit, Telstra Cloud Backup application subscribers must be able to substantiate its claim of downtime. For that purpose, Administrators must contact the Telstra Apps Marketplace service desk 1800 878 483 (option 1, option 2) and request a service credit claim within ninety (90) days following the calendar month (“Service Level Credit Claim”). Service Level Credit Claims must include the dates and times of each incident; and request logs that document the errors and corroborate the claimed outage.
13.3 Telstra will evaluate the Service Level Credit Claim and make a good faith judgment based on Supplier’s data and logs on whether a service credit is owed. If the claim is confirmed, Telstra will use commercially reasonable efforts to process the Service Level Credit Claim within one billing cycle following the month that Telstra confirms the claim. Service Level Credits will be made in the form of a credit applied to a future invoice.

Maintained Supplies Response Times (“Response Times”)

<table>
<thead>
<tr>
<th>Severity</th>
<th>Respond</th>
<th>Restore</th>
<th>Rectify</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>4 Hours</td>
<td>1 Day</td>
<td>15 Business days</td>
</tr>
<tr>
<td>Severity 2</td>
<td>4 Hours</td>
<td>2 Day</td>
<td>20 Business days</td>
</tr>
<tr>
<td>Severity 3</td>
<td>8 Hours</td>
<td>3 Day</td>
<td>30 days</td>
</tr>
<tr>
<td>Severity 4</td>
<td>24 Hours</td>
<td>N/A</td>
<td>Next Release</td>
</tr>
</tbody>
</table>

13.4 We will not be liable for failure to meet a Service Level which:

a) is caused by you or as a result of your negligence or breach of an obligation including any breach by you or your users of obligations under Our Customer Terms;

b) is caused by you or your users failing to follow our reasonable directions;

c) arises from you providing us with full and accurate information about the incidents that you report to us;

d) is attributable to an event not reasonably within our control or our sub-contractor’s control;

e) results from any problems or unavailability of internet connectivity or your internal network;

f) occurs during Scheduled Downtime;

g) without limiting any of the above, is due to any of the following faults:

h) faults caused by hardware, software or systems used by you (such as due to incompatibility), unless such hardware, system, software is provided by us as part of the application;

i) faults caused by you or any person accessing your application using your password or access key or by your invitation;
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j) faults caused by your negligence or the negligence of any person accessing your application using your password or access key or by your invitation;

k) faults due to wilful damage to your application by you or any person accessing your application using your password or access key or by your invitation;

l) faults with your equipment that have not been caused by us; or

m) is a result of downtime required by Telstra to implement an emergency or planned outage to perform urgent or maintenance work. We aim to provide you with as much notice (through the Telstra Apps Marketplace) as possible before an emergency outage.

14 Definitions

14.1 In this section of Our Customer Terms, the following terms have the meanings given below:

Administrator mean an End User who is designated as an administrator in the Telstra Cloud Backup Admin Portal.

End User means a individual user of Telstra Cloud Backup.

EULA has the meaning given in clause 9.5

Service Availability has the meaning given in clause 13.1

Service Level means a service level set out in clause 13.1

Service Level Credit means the applicable percentage (as set out in clause 13.1) of your fees paid for Telstra Cloud Backup in the calendar month that a Service Level Credit Claim relates to.

Service Level Exclusion means an exclusion to the Service Levels set out in clause 13.4.

Service Software has the meaning given in clause 9.1

User Licence means a licence for an individual user to use the Service Software and Telstra Cloud Backup service. Each User Licence is subject to the EULA.