

# Our Customer Terms

## Cloud Services – Telstra Cloud Sight



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# Our Customer Terms

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### 1 APPLICABLE TERMS

1.1 In addition to this Telstra Cloud Sight 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/customer-terms/business-government/index.htm>); and
- (b) General Terms of the Cloud Services section (see <https://www.telstra.com.au/customer-terms/business-government#cloud-services>); and
- (c) other parts of the Cloud Services section, depending on the nature of the products and services that you receive from us.

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 SIGHT?

#### Overview

2.1 The Telstra Cloud Sight platform is a web based managed cloud portal that enables you to purchase and / or manage one or more of the following services ("**Eligible Services**"):

- (a) Amazon Web Services (AWS);
- (b) Microsoft Azure;
- (c) Telstra Cloud Connector

2.2 This Telstra Cloud Sight section of Our Customer Terms only applies to your use of the Telstra Cloud Sight platform and additional terms and conditions apply to your Eligible Services.

2.3 If you purchased the Telstra Cloud Sight platform with AWS prior to 29 September 2019, you will need to have an account for the Cloud Management Platform powered by Rightscale.

2.4 Further details of the Telstra Cloud Sight Platform are set out in the Features Description guide, for:

- (a) Telstra Cloud Sight with AWS purchased prior to 29 September 2019, see: <https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-feature-description.pdf>; and
- (b) AWS purchased after 29 September 2019 or Microsoft Azure, see: <https://cloudsight.zendesk.com/hc/en-us/articles/360002356458-Features-matrix>.



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The specifications for the Telstra Cloud Sight platform may vary from time to time.

### Network

- 2.5 The Telstra Cloud Sight platform is delivered over the internet. Therefore, performance will depend on your network connection and computer configuration.

### Registration and Ordering Process

- 2.6 Once you registered for the Telstra Cloud Sight platform you will have the ability add users (each an “**Authorised User**”). Each Authorised User can be assigned roles within the Telstra Cloud Sight platform. For further information on the roles you can assign to your Authorised Users, see:
- (a) AWS purchased prior to 29 September 2019: <https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-user-guide.pdf>; and
  - (b) AWS purchased after 29 September 2019 or Microsoft Azure: <https://cloudsight.zendesk.com/hc/en-us/categories/360000229477-FAQs>
- 2.7 Each person that you register on the Telstra Cloud Sight platform may be able to place orders for features on your behalf depending on the role assigned to them. You will be deemed to have authorised your registered users to place orders with us. You agree to be bound by any order placed by your registered users.
- 2.8 Your order must contain the ordering information that we request. The information that you provide must be accurate and complete. This information may include configuration information. You agree to promptly advise us of any changes to your information so that it remains true, accurate, up to date and complete. If the information you provide us with is inaccurate or not complete, the Telstra Cloud Sight platform may not work properly (or at all).

### 3 TELSTRA CLOUD CONNECTOR

- 3.1 The Telstra Cloud Connector service enables you to connect your eligible Telstra carriage service to compatible cloud services purchased through Telstra via “private connections”, such as AWS Direct Connect and Azure Express Route. You can also aggregate bandwidth across multiple compatible clouds. For details of eligible carriage services, compatible cloud providers and locations please refer to the Telstra Cloud Connector Overview at <https://cloudsight.zendesk.com/hc/en-us/articles/360002419717-Cloud-Connector-Overview>.
- 3.2 The private connections will incur additional consumption charges.
- 3.3 Depending on the private connection, you may need to configure your private connection via the cloud provider’s management console to complete the network route from your Telstra private network through to your cloud provider account.



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- 3.4 Save as set out below, the Cloud Gateway terms and conditions apply to your use of the Telstra Cloud Connector service, a copy of which can be found here: <https://www.telstra.com.au/content/dam/tcom/our-customer-terms/business-government/pdf/bg-clouddirect.pdf>.
- 3.5 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.
- 3.6 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.
- 3.7 To upgrade or downgrade the bandwidth allocated to a specific private connection may require you to decommission the current connection and provision a new connection. Please refer to the Telstra Cloud Connector Overview for details of the limitations associated with your chosen private connection.

### **4 TELSTRA CLOUD SIGHT TIERS**

#### **Telstra Cloud Sight with AWS prior to 29 September 2019**

- 4.1 If you purchased the Telstra Cloud Sight platform with AWS prior to 29 September 2019 you can choose from a range of tiers of service each of which comprises a number of features. Tiers can be added on a cloud by cloud basis.
- 4.2 Telstra Cloud Sight Essential is the mandatory base tier to which add-on tiers, such as Telstra Cloud Sight Compliance, can be added.
- 4.3 Details of the features included in each tier is set out in the Features Description guide (see <https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-feature-description.pdf>).
- 4.4 You may change tiers at any time, save that you cannot remove Telstra Cloud Sight Essentials.

#### **Telstra Cloud Sight with AWS after 29 September 2019 or Microsoft Azure**

- 4.5 If you purchased the Telstra Cloud Sight platform with AWS after 29 September 2019 or Microsoft Azure, you will have access to a single tier to apply you can choose to add additional Features (additional charges may apply).

### **5 TELSTRA CLOUD SIGHT FEATURES**

- 5.1 Details of which features are compatible with each Eligible Service can be found here:



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- (a) For AWS prior to 29 September 2019, at <https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-feature-description.pdf>
- (b) For AWS after 29 September 2019 or Microsoft Azure, at <https://cloudsight.zendesk.com/hc/en-us/articles/360002356458-Features-matrix>.

### **Budget and Forecast Controls**

- 5.2 The Telstra Cloud Sight platform is designed to allow you to set budgets and see forecasted spend for your Eligible Services accounts ("**Budgets**" and "**Forecasts**"). These Budgets and Forecasts are based on:
- (a) publicly available information; and
  - (b) the fee information for the Eligible Services that you choose to manage through the Telstra Cloud Sight platform and that may be obtained from your relevant Eligible Services bill or from the Eligible Services provider.
- 5.3 You acknowledge that Forecasts:
- (a) may not be accurate or complete;
  - (b) may be in another currency and require you to convert the Forecast to Australian dollars, which will introduce variability due to currency fluctuations;
  - (c) may not take into account all options and discounts;
  - (d) may not take into account the specifics of your agreed pricing with us or third parties for the Eligible Services (although you may be able to apply mark-ups or mark-downs within the Telstra Cloud Sight platform to adjust the standard pricing);
  - (e) may not reflect the actual price at which you may be able to purchase the Eligible Service(s) (whether from us or another supplier); and
  - (f) may change from time to time.
- 5.4 You acknowledge that we make no warranties or representations as to the accuracy or completeness of the Budgets and Forecasts.

### **Compliance blueprints and readiness reports**

- 5.5 The compliance feature enables you to:
- (a) use automated blueprints to build compliance architectures for your Eligible Services accounts based on industry standards ; and
  - (b) if you purchased Telstra Cloud Sight with AWS prior to 29 September 2019, receive readiness reports which provide test results for your



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Eligible Services against select security requirements within specific regulations.

- 5.6 You acknowledge that:
- (a) a blueprint and readiness report only contains a limited subset of the total number of controls within a specific compliance standard or regulation relevant to your Eligible Services account;
  - (b) the blueprint and readiness report does not address broader architectural build (e.g. connectivity) or processes and systems outside of your Eligible Services account;
  - (c) we do not guarantee end-to-end compliance with the industry standard or regulation and we do not and cannot assume your compliance obligations under all or any of the industry standards or regulations;
  - (d) you remain responsible for your overall compliance with the applicable industry standards and regulations; and
  - (e) the blueprint and readiness report does not provide you with a certificate of compliance for the limited controls it supports.
- 5.7 Once you have applied a compliance blueprint to an Eligible Service account, you cannot subsequently change to another blueprint or remove the blueprint. You will still be able to make configuration changes to the architecture of your Eligible Service within the console for that Eligible Service, but this may cause alerts within your Telstra Cloud Sight account.

### **6 EARLY ACCESS PROGRAM**

- 6.1 From time to time we may make available, or invite you to receive, early access to new features and functionality on the Telstra Cloud Sight platform (**Early Access**). The Early Access features and functionality may be released in various stages of development, such as alpha, beta or pre-general release.
- 6.2 The following terms and conditions, together with any additional restrictions we notify you of either on the Telstra Cloud Sight platform or in the invitation, will apply to any features or functionality within the Early Access program until they are made generally available on the Telstra Cloud Sight platform.
- 6.3 The purpose of granting you early access is to provide you with an opportunity to:
- (a) evaluate the Early Access features and functionality and their suitability against your objectives, and to provide us with feedback on enhancements that you feel would be beneficial to future service offerings; and
  - (b) provide feedback in relation to the user experience and any improvements we should consider.



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- 6.4 We will advise you if there are any additional charges or restrictions associated with the Early Access features or functionality at the time we invite you to trial them.
- 6.5 You acknowledge that:
- (a) the Early Access features and functionality are confidential to us. You must not disclose information about the Early Access features and functionality to any person without our prior written consent, except to your employees on a 'need to know' basis;
  - (b) the Early Access program does not imply any commitment by us to you to sell, licence or lease the Early Access features or functionality to you on a commercial basis and any decision to offer a commercial version of the Early Access features and functionality depends on the outcome of the testing during the Early Access program and a final decision by us to proceed with such an offering;
  - (c) the Early Access features and functionality are not an officially released Telstra service and as such, may have limited or different capability to the full commercial version;
  - (d) technical support for Early Access features and functionality will be provided on a "reasonable efforts" basis only and we do not guarantee that the Early Access features and functionality will be fault free or to fix and/or modify the Early Access features and functionality whilst they are part of the Early Access program;
  - (e) we may change the nature of the Early Access features and functionality from time to time;
  - (f) any data collected by us related to your participation in the Early Access program and use of the Early Access features and functionality may be used by us to evaluate the Early Access features and functionality and for our internal planning, internal marketing or product development purposes and you consent to such use.
- 6.6 You agree to participate in the Early Access program by:
- (a) nominating a person who will act as a single point of contact between the parties, including for the purpose of co-ordinating feedback and training in relation to the Early Access features and functionality, and ensuring that this person will be available to liaise with us during business hours;
  - (b) providing regular feedback on the Early Access features and functionality;
  - (c) ensuring that at the end of a trial of an Early Access feature or functionality:
    - (i) End Users and the person nominated under clause 6.6(a), attend a debrief interview and complete such questionnaires as may be provided by us to you; and



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- (ii) if the trial is successful, being willing to provide a customer testimonial which we may use in connection with promotion of the Early Access feature or functionality. We will agree the content of such testimonial with you prior to publication.
- 6.7 To the extent permitted by law, we provide the Early Access features and functionality “AS IS” without any representation or warranty of any kind. For clarity, we and our suppliers provide no representation or warranty, about the suitability, reliability, availability, timeliness, lack of viruses (or other harmful components), accuracy and/or ownership of the information, software, products, services and related graphics contained within or generated by the Early Access features and functionality whether express, implied or statutory, including without limitation the implied warranties or merchantability, fitness for a particular purpose, title and non-infringement.
- 6.8 Subject to clause 6.9, we make no guarantee or representation, express or implied, relating to the capabilities or performance of the Early Access features and functionality and we exclude all liability (including in relation to any implied conditions and warranties), whether arising in contract, tort (including negligence) or otherwise for or in respect of all Claims, actions, loss, liability or damage (whether direct, indirect, consequential or incidental loss or damage and whether for loss of profits or data or otherwise) suffered or incurred by you or any other person arising out of or in connection with the supply of the Early Access features and functionality.
- 6.9 If our liability cannot lawfully be excluded, that liability is limited to our choice of re-supplying or paying the cost of re-supplying the services.
- 6.10 You may terminate your participation in the Early Access program at any time by giving us written notice to that effect and neither party will have any liability whatsoever to the other in relation to such termination.
- 6.11 We may terminate or suspend the provision of an Early Access feature or functionality or withdraw the Early Access program at any time by giving you written notice to that effect and neither party will have any liability whatsoever to the other in relation to such suspension, termination or withdrawal.

## 7 ACCESS TO TELSTRA CLOUD SIGHT

### Robot Account

- 7.1 You acknowledge and agree that we will maintain access to the Telstra Cloud Sight platform through a robot account (**Robot Account**) so that we can, without limitation:
  - (a) collect information concerning and around your usage of the Telstra Cloud Sight platform; and
  - (b) manage your Telstra Cloud Sight and your Eligible Services service to the extent required.





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- 7.2 If you delete or disable the Robot Account, you may lose some or all of the Telstra Cloud Sight platform functionalities and prevent appropriate support for the Telstra Cloud Sight platform. We reserve the right to reinstate the Robot Account at our sole discretion.

### Data collection

- 7.3 You acknowledge and agree that we aim to capture metrics on your use of the Telstra Cloud Sight platform and your Eligible Services. These metrics may be used, without limitation, to enable accurate billing, improvements in service delivery, and targeted sales. The metering information will include, without limitation:
- (a) usage of your Eligible Services; and
  - (b) operating systems on your Eligible Services.

### Control policies

- 7.4 You must ensure that:
- (a) each individual Authorised User has a unique user name and password that can be used within the Telstra Cloud Sight platform 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) you comply with all directions and processes given by us that are, in our opinion, necessary to minimise unauthorised access to the Telstra Cloud Sight platform.

### Access and use

- 7.5 You must only access and use the Telstra Cloud Sight platform in accordance with this Telstra Cloud Sight platform section.
- 7.6 You must:
- (a) ensure, for any Eligible Service accounts linked to your Telstra Cloud Sight platform account, that you have permission from the owner of the Eligible Service accounts to view and manage their Eligible Service accounts;
  - (b) actively monitor usage of the Telstra Cloud Sight platform to ensure full enforcement and compliance of this Telstra Cloud Sight platform section by your Authorised Users;
  - (c) ensure all Authorised Users who are involved in a breach of this Telstra Cloud Sight platform section lose their status immediately as Authorised Users and you notify us immediately in writing of such change; and
  - (d) where a person stops being an Authorised User or a Support Partner, immediately terminate all or part of that person's access rights as appropriate and notifying us of that change.



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### 8 SUPPORT PARTNERS

- 8.1 If you or one of your Authorised Users chose to give an authorised Telstra dealer or partner ("**Support Partner**") access to the Telstra Cloud Sight platform to perform the functions on your behalf, they will also be considered one of your Authorised Users.
- 8.2 By making a Support Partner one of your Authorised Users, you are granting that Support Partner full administrative rights to your Telstra Cloud Sight account and underlying services for the purpose of managing Telstra Cloud Sight services in accordance with your instructions and subject to this Telstra Cloud Sight section ("**Support Partner Services**"). Support Partner Services include authorising your Support Partner, at your request, to perform any administrative function within the Telstra Cloud Sight platform that you or your Authorised Users are authorised to perform under this Telstra Cloud Sight section.
- 8.3 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.
- 8.4 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 Cloud Sight section.
- 8.5 When accessing the Telstra Cloud Sight platform on your behalf, you acknowledge that Support Partners may have access to any personal information contained or collected through the Telstra Cloud Sight platform.
- 8.6 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.
- 8.7 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.
- 8.8 Your use of a Support Partner does not in any circumstances create an



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employer/employee relationship, agency arrangement or partnership between you and us or you and the Support Partner.

- 8.9 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.
- 8.10 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 Cloud Sight platform account.

### 9 PRICING

#### Pricing

- 9.1 You acknowledge and agree that certain Telstra Cloud Sight features may incur additional charges on your Eligible Service. Please refer to the Pricing Guide for more information on which features may incur additional charges. See <https://cloudsight.zendesk.com/hc/en-us/sections/360000693237-Pricing>
- 9.2 You are responsible for the charges for your Eligible Services.

#### For Telstra Cloud Sight with AWS

- 9.3 If you purchased Telstra Cloud sight with AWS prior to 29 September 2019:
- (a) pricing is modular and applied on a per cloud by cloud basis according to the tiers utilised by an Eligible Cloud Service account. You acknowledge that each tier used with AWS is independently metered and charged.
  - (b) you acknowledge and agree that each month you shall be billed based on a percentage of your Cloud Spend for each tier. The applicable percentages are as set out in the Pricing Guide (see <https://www.telstra.com.au/content/dam/tcom/business-enterprise/campaigns/cloud-sight/cloud-sight-pricing-guide.pdf>). Billing is in arrears.

#### Cloud Spend

- 9.4 Your average daily spend on your Eligible Services accounts as displayed in the Telstra Cloud Sight platform (“**Cloud Spend**”) may differ from your actual account charges for the following reasons:
- (a) certain types of refunds/discounts (such as enterprise discounts) are not reflected in the data from third party cloud providers; and
  - (b) for AWS, the third-party cloud provider passes estimated charges to the Cloud Management Platform before providing confirmed charges.



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### **10 TERMINATION OR EXPIRATION**

- 10.1 We will remove your access to the Telstra Cloud Sight platform after you request termination of your agreement. Once your access is removed you will no longer be able to exit your Eligible Services from the Telstra Cloud Sight platform or execute the platform agent removal script.
- 10.2 You should exit all of your Eligible Services from the Telstra Cloud Sight platform and remove any applicable platform agents from your virtual machines before requesting termination of your Telstra Cloud Sight service. Failure to do so prior to requesting termination of your agreement may lead to additional costs and unwanted alerts.
- 10.3 As part of our deactivation process we will take limited actions to remove your Eligible Services from the platform, but this specifically excludes removal of platform agents from your virtual machines. Our deactivation process may take several weeks to complete.

### **11 INTELLECTUAL PROPERTY**

- 11.1 You acknowledge and agree that we or our suppliers will own all intellectual property rights in all materials (including without limitation the software as a service) in connection with the Telstra Cloud Sight platform developed or made available by us or by our suppliers to you.
- 11.2 You acknowledge and agree that your rights to use the Eligible Services will be set forth in the applicable agreements between you and the providers of the Eligible Services (whether us or a third party).

### **12 SECURITY AND BACKUP**

- 12.1 You will be responsible for the security of your account. We do not guarantee the security of the Telstra Cloud Sight platform, including the security of any information or data you send, receive or store using it, unless we agree otherwise with you.
- 12.2 You will be responsible for backing up your data and any other content that you use in connection with the Telstra Cloud Sight platform. You acknowledge and agree that we or our suppliers may overwrite your data 18 months from the date that the data was created.

### **13 WARRANTIES AND LIMITATION OF LIABILITY**

- 13.1 You agree that you will comply with the terms of the Eligible Services whether with us or with a third party.
- 13.2 You acknowledge and agree that we are not responsible for the Eligible Services that are not provided by Telstra. The Eligible Services that may be provided to you by Telstra will be subject to and on the terms of any separate agreement between you and us in relation to such Eligible Services.
- 13.3 You acknowledge that Eligible Services may implement procedures that can restrict or eliminate our or our suppliers' ability to access your data or other resources in the Eligible Services for the purposes of the Telstra Cloud Sight platform.



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- 13.4 You agree that we will not be liable for any failure or delay in performing our obligations to the extent such failure is caused by a force majeure event, being any circumstance not within the reasonable control of us, to the extent that the circumstance or its effect on us could not have been avoided, prevented, or circumvented despite the exercise of reasonable diligence by us.

#### 14 SERVICE LEVELS

- 14.1 In this clause 14:

**API** means the Application Programming Interface for the Telstra Cloud Sight platform;

**Monthly Uptime Percentage** is calculated by subtracting the percentage of 5-minute periods during the Service Month in which the Telstra Cloud Sight platform was Unavailable (excluding cloud analytics components of the Telstra Cloud Sight platform) from 100%, excluding SLA Exclusions.

**Service Month** means any entire calendar month during the term.

**Unavailable** means that you are unable to connect to and use the Telstra Cloud Sight platform either by logging into the dashboard, or, by accessing the API. Under no circumstances shall the Telstra Cloud Sight platform be considered Unavailable if you can (i) log-in to the dashboard for the Telstra Cloud Sight platform or (ii) authenticate to the API and receive a response from the API.

#### Scope

- 14.2 We will use commercially reasonable efforts to make the Telstra Cloud Sight platform (excluding cloud analytics components of the Telstra Cloud Sight platform) available with a Monthly Uptime Percentage of at least 99.95% during each Service Month (the "**Service Commitment**").

#### SLA Exclusions

- 14.3 In addition to the service level exclusions in the General Terms for Cloud Services (for link, see clause 1.1. above), the Service Commitment does not apply to any unavailability or inaccessibility of the Telstra Cloud Sight platform:
- (a) that result from scheduled maintenance of which we have provided advance notice to the designated administrative contact for your account;
  - (b) caused by factors outside of our reasonable control, including any force majeure event or internet access failure or related problems beyond the demarcation point of the Telstra Cloud Sight platform;
  - (c) that result from any actions or inactions by you or any third party (including without limitation your deletion of the Robot Account);
  - (d) that result from any third-party services, equipment, software or other technology (including from your or a third party including



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without limitation an Eligible Services provider) other than third party equipment within our direct management and control; or

- (e) arising from our suspension or termination of your right to use the Telstra Cloud Sight platform in accordance with your agreement with us

(collectively, the **SLA Exclusions**).