

# **Service Terms**

# **Adaptive Mobility Managed Services**

# 1 About this document

# 1.1 Where this document fits into our agreement with you

- (a) Thank you for choosing Telstra. Our Digital Services Agreement (**Agreement**) with you is made up of the following parts:
- ① If different parts of this Agreement conflict, the part listed earlier in the table applies to the extent of the inconsistency.

### About the parts of this Agreement



You sign this when your first agreed to buy products and/or services from us. It includes your key Agreement details.



Outlines the prices and pricing conditions of the products and Services you buy from us.



A record of the orders you've submitted to us, including changes you've requested to your products and Services that have incurred a charge.

The following parts make up our standard form of agreement terms with our customers for the purposes of <u>Part 23 of the Telco Act</u>. We update these terms from time to time in line with our agreement with you.



The specific conditions for each product and service you buy.



The conditions that apply to all our products and services.

(b) This document, the <u>Service Terms for Adaptive Mobility Managed Services</u>, has 3 sections. At the top of each page, you can see which section you are in:

1. About this document

2. Service summary

3. Service Terms for specific offerings

# 2 SERVICE SUMMARY

# 2.1 What are Adaptive Mobility Managed Services

- (a) Adaptive Mobility Managed Services are a range of service options that help manage mobile services and devices for your Adaptive Mobility solution.
- (b) These Service Terms apply to the following Adaptive Mobility Managed Services offerings:

# **Adaptive Mobility Managed Services**

ADAPTIVE MOBILITY CARE

ENTERPRISE WIRELESS MANAGED SERVICE (EWMS)

TELSTRA MOBILE DEVICE MANAGEMENT (T-MDM)

ADAPTIVE MOBILITY MANAGED SERVICES MODULAR (AMMS MODULAR)

AMMS PROFESSIONAL SERVICES

# 3 ADAPTIVE MOBILITY CARE

### 3.1 What is Adaptive Mobility Care

Adaptive Mobility Care provides a single point of contact in Australia for support, assistance and care for your mobileservices on Adaptive Mobility plans

# 3.2 Eligibility for Adaptive Mobility Care

- (a) You must be acquiring Telstra mobile services on Adaptive Mobility plans to acquire Adaptive Mobility Care. (See the <u>Adaptive Mobility Service Terms</u> for details of the Adaptive Mobility plans.
- (b) If you take Adaptive Mobility Care, you must take it for **all** of your Telstra mobile services on an Adaptive Mobility plan.

# 3.3 What does Adaptive Mobility Care provide

(a) Your single point of contact located in Australia will provide you with the following services as part of Adaptive Mobility Care:

Adaptive Mobility Care inclusions				
Feature	Description	Operating Hours		
Advice	Advising on the best fit plans, devices and offers for your business  Advising on potential impacts if you change or cancel your services (such as impacts on device repayments and any applicable minimum spend requirements)	Business Hours (i.e. Mon-Fri 8am-5pm excluding public holidays)		
New connections	Arranging new mobile service connections	Business Hours		
Plan changes	Moving your mobile services from one plan to another	Business Hours		
Transfer mobile numbers to Telstra	Transferring your mobile numbers from another carrier to Telstra	Business Hours		
Changes	Making changes to your existing mobile services (like adding an international calling pack) Changing mobile network features for your existing mobile services (like barring international roaming or temporarily suspending a service)	Business Hours		
Replacement SIMs	Replacing SIM cards or swapping SIM cards (reburn) for your mobile devices	Business Hours		
Order devices & accessories	Ordering devices and accessories for your mobile services	Business Hours		
Warranty returns	Assisting with returning devices under warranty	Business Hours		
Account moves	Moving your mobile services to another one of your Telstra billing accounts	Business Hours		

(b) Your Adaptive Mobility Care services will be provided by one of Telstra's nominated partners. Telstra will advise you of the contact details for your single point of contact when you first order Adaptive Mobility Care.

# 3.4 Charges for Adaptive Mobility Care

We charge you the following charges for Adaptive Mobility Care:

Adaptive Mobility Care Charges	
Monthly charge (per mobile service per month)	\$3.00 (GST incl)

# 3.5 Annual CPI Adjustment

This clause applies to any Adaptive Mobility Care services you order or recontract on or after 21 February 2024 for a contract term (or minimum term) of 12 months or longer:

- (a) The prices for those Services will remain fixed during the first 12 months from the commencement of the contract term ("Start Date"); and
- (b) At any time after the first 12 months, we may, by giving you reasonable advance notice, increase the prices for the Services by a percentage amount no greater than CPI (rounded to the nearest dollar), provided that we only exercise this price increase right no more than once in any 12 month period.

(c) In this clause, CPI means the percentage annual change in the Consumer Price Index All Groups weighted average for the 8 capital cities as published by the Australian Bureau of Statistics (ABS) immediately before the date of our price increase notice.

# 3.6 Changes

- (a) Adaptive Mobility Care is provided month to month until you cancel it.
- (b) You may by telling us:

2. Service summary

- (i) change your preferred partner; and
- ii) cancel Adaptive Mobility Care at any time (as long as you cancel it for all your mobile services).
- (c) If you change or cancel Adaptive Mobility Care, you keep paying all existing costs and charges up until the end of the calendar month in which you change or cancel. Any changes take effect from the start of the following calendar month.
- (d) There are no early termination charges for cancelling Adaptive Mobility Care unless you have special pricing terms which state otherwise.

# 4 ENTERPRISE WIRELESS MANAGED SERVICE (EWMS)

### 4.1 What are Enterprise Wireless Managed Services (EWMS)

With Enterprise Wireless Managed Services (EWMS), your preferred Telstra Partner will provide one-off services (like installation and configuration of your eligible 5G mobile broadband equipment) and ongoing services for end-to-end lifecycle management of your devices and your Enterprise Wireless solution.

# 4.2 Eligibility for EWMS

- (a) You must be acquiring a Telstra enterprise wireless service on the Enterprise Wireless Adaptive Mobility plan to acquire EWMS. (See the <u>Adaptive Mobility Service Terms</u> for details of the Enterprise Wireless Adaptive Mobility plan.)
- (b) EWMS is only available for eligible 5G adaptors and routers you purchase from us used with the Enterprise Wireless Adaptive Mobility plan. (You can take EWMS for just the 5G adaptor if you wish, but not just for the router).
- (c) We provide EWMS to you through your preferred Telstra Partner. We may require you to provide written authority for the Telstra Partner to deal with us on your behalf (including ordering devices).

# 4.3 What does EWMS provide

(a) Your preferred Telstra Partner will provide the following services as standard under EWMS:

EWMS standard inclusions			
Feature	Description		
Device staging	our preferred Telstra Partner will receive, check and set up your newly purchased ligible 5G adaptor and router, activate the Telstra SIM, enrol the device in the lanagement platform and then repackage the device and sendit to you he device is set up according to your requirements		
Device Installation	Site assessment and onsite installation of your covered 5G adaptor and (if applicable) your covered 5G router (all Device staging will be done off-site byyour Telstra Partner beforehand)		
Device Lifecycle	Reactive help desk support for support, troubleshooting and fault notifications		
Management	Assistance with configuring and managing your covered device via the applicable management platform		
	Managing your licences for the software in your covered device and themanagement platform and letting you know if there is even an issue		
	Managing your covered device, SIM and licences, maintaining details of your configuration settings and providing you with monthly reports on each covered device (asset tag, IMEI, serial number and mobile service number)		
	Repairing, replacing and refreshing (hot swapping with spare devices youown) your covered device, as well as fleet location management		
	Providing regular reports to you on:		
	service level management (service levels met, exceeded or missed)		
	continual service improvement activities		
	root cause analysis and post incident reviews of serious faults		
	total number of engagements with the preferred Telstra Partner		
	abandonment rate of engagements with the preferred Telstra Partner		
	number of faults fixed on first contact		
	mean time to restore for incidents		
	incidents raised, resolved and unresolved (by priority)		
	service requests raised, resolved and unresolved (by priority)		
	changes raised, completed and unsuccessful		
	notices of informational events, warning events, exception events and network faults		

- (b) You will need to give the Telstra Partner the required administrator access to your management platform for the covered devices to allow them to provide the Device Lifecycle Management services.
- (c) You may also request the following optional extra or enhanced features for your EWMS subscription for a covered device:

EWMS optional inclusions or enhancements		
Feature	Description	

Extended help desk hours	24/7/365 help desk support
Professional services	You can agree for your preferred Telstra Partner to provide you with customised professional services such as a mobile site survey, design consultancy, customised work for your unique needs
	You can also agree to acquire professional services to provide installation, configuration or support services for any eligible Cradlepoint device that is not covered by an EWMS subscription.
Proactive support and monitoring	Your preferred Telstra Partner's network specialists will keep a close eye on the events that matter through proactive checks, remediation, alerts and reporting
Service Ownership	A dedicated service delivery manager for your account Service assurance and fault fixing within the timeframes specified in 4.5 below

# 4.4 Annual CPI Adjustment

This clause applies to any EWMS services you order or recontract on or after 21 February 2024 for a contract term (or minimum term) of 12 months or longer:

- (a) The prices for those Services will remain fixed during the first 12 months from the commencement of the contract term ("Start Date").
- (b) At any time after the first 12 months, we may, by giving you reasonable advance notice, increase the prices for the Services by a percentage amount no greater than CPI (rounded to the nearest dollar), provided that we only exercise this price increase right no more than once in a 12-month period.
- (c) In this clause, CPI means the percentage annual change in the Consumer Price Index All Groups weighted average for the 8 capital cities as published by the Australian Bureau of Statistics (ABS) immediately before the date of our price increase notice.

# 4.5 Charges for EWMS

(a) We charge you the following once-off and ongoing subscription charge for each EWMS subscription.

EWMS subscription with standard inclusions	Prices (excl GST)	
Monthly subscription charge		
with Business Hours help desk (M-F 8am-8pm AEDT, exc. public hols)	\$117 per month	
Once-off charges		
Device staging	\$324 once-off	
Plus Installation		
(indoor unit)	\$699 once-off	
(outdoor unit)	\$906 once-off	
Plus Callout fee		
(to <b>urban</b> location – within 30km drive of Telstra service centre)	\$375 once-off	
(to <b>regional</b> location – 30km-65km drive from Telstra service centre	\$544 once-off	
(to <b>remote</b> location – township or community with fewer than 200 people)	\$892 (excl GST) once-off	

- (b) If you choose to have both an eligible adaptor and an eligible router covered by EWMS, a separate subscription is required for each of the covered devices. However, where you have separate subscriptions for an eligible adaptor and router at the same location, we only charge you one Installation and Callout fee to install both devices.
- (c) We charge you the following charges where you select an optional feature or enhancement for a particular covered device. (You pay the enhanced monthly subscription charge instead of the standard monthly subscription charge above.)

EWMS monthly subscription charge	Prices (excl GST)
with 24/7/365 help desk	\$147 per month

Business Hours help desk + Proactive Monitoring	\$161 per month
24/7/365 help desk + Proactive Monitoring	\$191 per month
Service Ownership (single monthly charge covers all covered eligible devices on an account)	\$194 per month per account
Once-off charges	
Professional Services	As agreed in Order Form

# 4.6 What are the service levels and service credits for EWMS

(a) When you notify us of an incident, we give it a priority as follows:

Enterprise Wireless Managed Services incident priority				
Priority	Effect it has on you and how long it is reasonable for you to be withoutnormal operation			
1 (Critical)	Failure of the system or covered device with a major business impact affecting more than one user, business critical system or process with noworkaround			
2 (Major)	One or more users affected by failure of a business-critical system, application or covered device, and any workaround cannot be sustained formore than 1 day			
3 (Minor)	One person is affected and not business-critical, and any workaround can besustained for more than 1 day			
4 (Request)	A Service Request (Add, Move, Change, Delete, Request for Information) with some urgency owing to business requirements or targets for 1 or moreusers  A Service Request (Change) to add features, functions or configuration with some urgency owing to business requirements (but not needed to resolve anopen incident)			
5 (Request)	Any other standard Service Request (Add, Move, Change, Delete, Requestfor Information) for 1 or more users  Any other standard Service Request (Change) to add features, functions or configuration (not needed to resolve an open incident)			

(b) Your preferred Telstra Partner must try to meet the following targets for responding to you, keeping you updated, and resolving the incident or fulfilling the request within the following timeframes:

Enterprise Wireless Managed Services service level targets				
Priority	Respond within	Update every	Restore/Fulfil within	for %of incidents or requests (per month)
1 (Critical)	15 mins	1 hour	4 hours	90%
2 (Major)	30 mins	2 hours	8 hours	90%
3 (Minor)	1 hour	8 hours	1 Business Day	90%
4 (Request)	2 hours	12 hours	3 Business Days	90%
5 (Request)	3 hours	24 hours	5 Business Days	90%

- (c) Where your preferred Telstra Partner has to engage with a third party vendor's support function to resolve an incident or fulfil a request, the third party's service level target timeframes are added to the above timeframes.
- (d) There are no service credits payable for missing a service level target. These are targets only.

# 4.7 Changing and cancelling EWMS

- (a) EWMS is provided month to month until you cancel it (except for services that are charged as one-off services).
- (b) You may:
  - (i) change any options once per calendar month; and
  - (ii) cancel EWMS at any time.
- (c) You must complete a new Order Form for any changes to existing EWMS.
- (d) If you change or cancel EWMS, you keep paying all existing costs and charges up until the end of the calendar month in which you change or cancel. Any changes take effect from the start of the following calendar month.
- (e) There are no early termination charges for cancelling EWMS unless you have special pricing terms which state otherwise.

# 5 TELSTRA MOBILE DEVICE MANAGEMENT (T-MDM)

### 5.1 What is Telstra Mobile Device Management (T-MDM)

Telstra Mobile Device Management (T-MDM) is a hosted platform that allows you to manage your compatible mobile devices over the internet.

(These T-MDM terms only apply to T-MDM services you purchase under your Digital Services Agreement. If you have existing T-MDM services, your existing T-MDM terms apply to your existing T-MDM services.)

### 5.2 Eligibility for T-MDM

- (a) You must have an active Telstra mobile billing account to acquire T-MDM.
- (b) Mobile devices managed through T-MDM do not all have to be associated with Telstra mobile services, but only mobile devices connected with an eligible Telstra mobile plan will receive the T-MDM discounts included with that mobile plan.
- (c) Mebile-Devices managed through T-MDM must be running Windows 10/11, MacOS, ChromeOS, Android and iOS iOS, Android or Windows operating systems.
- (d) Data cards and modems are not eligible devices.

# 5.3 What does T-MDM provide

(a) T-MDM provides you with the following:

T-MDM features			
Feature	Description		
Mobile device management	Protect company information on covered devices by configuring ITpolicies		
Mobile application management	Create an enterprise application store and manage application oncovered devices		
Mobile content management	Upload and share company documents and collaborate with colleagues		
Mobile email management	Control which covered devices have email access and encrypt emailmessages		
Unlimited SMS	Send SMS messages to covered devices at no additional charge		
Cloud storage	25500GB application and content storage to upload company documents		
Integration with enterprise resources	Connect with enterprise systems like Active Directory, per app VPN, etc.(requires software adaptors to be installed in your premises at additionalcost)		
Hosting location	Public cloud in Australia		
Platform upgrades	Software upgrades applied automatically with 5 days' notice Software upgrades are automatically applied with reasonable notice		
Support	Reasonable email support during Business Hours (M-F 8am-5pm localtime, except public holidays), including:		
	logging in and accessing T-MDM platform		
	T-MDM features and functions not working as designed		
	connecting to the T-MDM platform from your devices		
	escalation of technical faults relating to the T-MDM platform		
	<ul> <li>Supports Unified Endpoint Management to the most comprehensive list of device platforms today, including Windows 10/11, MacOS, ChromeOS, Android and iOS</li> </ul>		

- (b) The T-MDM features only work for a particular device when it is switched on and connected to the internet.
- (c) Not all features and functions are compatible with every covered device (or with every enhancement we may make to them in the future).
- (d) We may not be able to provide support to every device you register on the T-MDM platform, if it has not been purchased from Telstra or if its operating system has been modified.
- (e) The support feature does not include: training or demonstrations, configuring equipment you have purchased, configuring or troubleshooting third party software, customer or third party settings on the devices, registering your devices on T-MDM for you or maintaining their registration. We may only be able to provide limited support to you when you are overseas.

# 5.4 Charges for T-MDM

T-MDM Monthly Charges for new T-MDM customers from 5 October 2022 with plans associated with an account number not beginning with "7000" (per device, incl GST)

	Number of registered devices:	
Plan:	1-1000	1001+
Adaptive Mobility Mobile and Mobile Broadband Plans – Essential	\$5.00	\$4.00
Adaptive Mobility Mobile and Mobile Broadband Plans –Enhanced	\$5.00	\$4.00
Adaptive Mobility Mobile and Mobile Broadband Plans – Epic	\$5.00	\$4.00
Adaptive Mobility Mobile Plan – Executive	\$5.00	\$4.00
All other plans	\$5.00	\$4.00

T-MDM Monthly Charges for all other customers					
(per device, incl GST)					
		Number	of registered of	levices:	
Plan:	1-1000	1001-2000	2001-3000	3001-4000	4001+
Non-eligible plan	\$5.00	\$4.50	\$4.00	\$3.50	\$3.00
Adaptive Mobility Mobile and Mobile Broadband Plans – Essential	\$5.00	\$4.50	\$4.00	\$3.50	\$3.00
Adaptive Mobility Mobile and Mobile Broadband Plans – Enhanced	\$4.50	\$4.50	\$4.00	\$3.50	\$3.00
Adaptive Mobility Mobile and Mobile Broadband Plans – Epic	\$4.00	\$4.00	\$4.00	\$3.50	\$3.00
Corporate Mobile Plus Digital Handheld Mobile, Handheld BYO and Mobile Broadband Plans – Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Corporate Mobile Plus Digital Handheld Mobile, Handheld BYO and Mobile Broadband Plans – National	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Corporate Mobile Plus Digital Handheld Mobile, Handheld BYO and Mobile Broadband Plans – Global	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

- (a) We offer the above discounted T-MDM price for registered devices that exceed 1001 at plan level for the month. For any devices registered on T-MDM which are not connected to a Telstra Adaptive Mobility Plan, we charge the T-MDM List price set out above.
- (b) We charge in arrears based on the number of devices registered on the T-MDM platform during the previous month.
- (c) The T-MDM charge does not include any usage charges for any covered devices to connect to the T-MDM platform (e.g. data charges).
- (d) When you set up a new tenant and login to use T-MDM for the first time, we give you a 30 day trial of the service without having to pay the above charges (starting on the day you receive your welcome email). If you do not cancel T-MDM before the end of the 30-day trial period, your T-MDM service continues automatically and charges apply. You still have to pay for data usage on covered devices during the trial period. We will provide you with reasonable advance notice that your service is about to be renewed. After your service has renewed, you can terminate your service at any time in which case we will not charge you the standard early termination charges for your service (if any), but we may charge you an amount equal to the actual third-party 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 termination. If we fail to provide you with reasonable advance notice, you may terminate your service at any time after your service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

# 5.5 Annual CPI Adjustment

This clause applies to any T-MDM services you order or recontract on or after 21 February 2024 for a contract term (or minimum term) of 12 months or longer:

- (a) The prices for those Services will remain fixed during the first 12 months from the commencement of the contract term ("Start Date").
- (b) At any time after the first 12 months, we may, by giving you reasonable advance notice, increase the prices for the Services by a percentage amount no greater than CPI (rounded to the nearest dollar), provided that we only exercise this price increase right no more than once in any 12-month period.
- (c) In this clause, CPI means the percentage annual change in the Consumer Price Index All Groups weighted average for the 8 capital cities as published by the Australian Bureau of Statistics (ABS) immediately before the date of our price increase notice.

# 5.6 Changing and cancelling T-MDM

- (a) T-MDM is provided month to month until you cancel it.
- (b) You may:
  - change any options once per calendar month (including by deregistering any covered mobiles from the T-MDM platform); and
  - (ii) cancel your T-MDM at any time.
- (c) If you change or cancel T-MDM, you will keep paying all existing costs and charges up until the end of the calendar month in which you change or cancel. Any changes take effect from the start of the following calendar month.
- (d) There are no early termination charges for cancelling T-MDM unless your special pricing terms state otherwise.

### 5.7 Your responsibilities in using T-MDM

(a) Use of the T-MDM platform requires you to agree to the terms required by the platform vendor, as updated from time to time. We may change platform vendor from time to time, and you may be required to agree to updated platform terms if that happens.

Third party software terms for T-MDM platform			
Vendor Terms			
VMWare Applicable terms found at https://www.vmware.com/au/download/eula.html			

- (b) Some features may need end users of the covered devices to install third party software on their covered devices. The third party software vendors may impose additional terms on the use of that software and you accept that the relevant feature may not be available if you and your end users do not install that software and accept those third party terms.
- (c) Access to the T-MDM platform is through login and password credentials. It is your responsibility to protect the password from disclosure and misuse. You should change the password regularly and whenever circumstances require. To the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of this Agreement, we are not liable to you for any loss or liability you incur arising from your failure to take proper care to prevent misuse of your login or password credentials, including through unauthorised access.
- (d) Before registering a mobile device on the T-MDM platform and use the T-MDM service to access or interact with a covered device, you have to get all necessary consents and make all necessary disclosures to each end user of that device so you can lawfully use the T-MDM service (e.g under privacy laws and workplace surveillance laws).
- (e) You must test any settings or software before they are sent to your end user's covered devices over the TMDM platform.
- (f) You must not use the T-MDM service to engage in conduct that is unlawful, fraudulent or negligent. You are responsible for the conduct of your nominated representatives, each of your end users, and any other person using your T-MDM service.

# 6 ADAPTIVE MOBILITY MANAGED SERVICE (AMMS MODULAR)

### 6.1 What is the Adaptive Mobility Managed Service Modular (AMMS Modular)?

- (a) AMMS Modular is a modular managed service that:
  - (i) supports compatible smartphones and tablets, and other endpoints we support from time to time ("Endpoints"); and
  - (ii) consists of platform management and end user support.
- (b) The following modules are available as part of AMMS Modular (as further described below):
  - (i) "Endpoint Management Modules" comprising:
    - (A) Endpoint management user support modules as further described in clauses 6.3(i) to 6.3(j) ("Endpoint Management User Support Modules"); and
    - (B) Endpoint management platform management modules as further described in clauses 6.3(k) to 6.3(u) ("Endpoint Management Platform Management Modules");
  - (ii) "Endpoint Lifecycle Modules" comprising:
    - (A) the Endpoint lifecycle user support module as described in clauses 6.3(v) to 6.3(z)
       ("Endpoint Lifecycle User Support Module"); and
  - (iii) the custom service module as further described in clause 6.3(aa) ("Custom Service Module"), (together, the "Modules").

# 6.2 Eligibility for AMMS Modular

- (a) You must maintain at least 20 Endpoints for at least one of the following chosen Modules:
  - (i) Endpoint Management Platform Management Modules; and
  - (ii) User Support Modules.

Note: Endpoints cannot be added up across multiple Modules to reach the minimum 20 Endpoints.

- (b) AMMS Modular cannot be added to any Telstra mobility managed services provided to you separately from this Agreement (including those set out in <a href="Part K Enterprise Mobility Management of the Telstra Mobiles section of Our Customer Terms">Part K Enterprise Mobility Management of the Telstra Mobiles section of Our Customer Terms</a>).
- (c) AMMS Modular will only support devices using the following operating system versions:
  - (i) iOS 10.0 and later;
  - (ii) Windows 10; and
  - (iii) Android 6.0 and later.
- (d) In order to receive AMMS Modular with a device running a Windows 10 operating system, you must:
  - (i) have appropriate licences to WorkspaceONE or Intune; and
  - (ii) provide us with access to your environment as reasonably required in order for us to provide AMMS Modular to you.
- (e) For Endpoint Management Modules and Custom Support Modules, service inclusions other than enrolment and un-enrolment support will only be available in respect of a device if you have:
  - (i) enrolled that device on either our or your unified endpoint management platform ("**UEM Platform**") where applicable; and
  - (ii) that device is turned on and connected to the internet,
  - ("Supported Device").
- (f) You must have an active Telstra mobile billing account to acquire AMMS Modular

# 6.3 What does AMMS Modular provide

#### **General AMMS Modular terms**

- (a) Each Module is discrete and, subject to clause 6.3(b), can be bought as a standalone Module, except for the Custom Service Module which is an add-on to other Modules. That is, you can only buy the Custom Service Module when you buy another Module.
- (b) The Endpoint Management User Support Modules can be bought standalone but:
  - (i) only if you give us the access we need from time to time (including remote access), to the relevant platform so we can perform support, reporting and billing activities; and
  - (ii) may require us to integrate your platform to our systems (and you must help us with this integration as we may request from time to time).
- (c) If you are deploying UEM Platform with on-premise components, and you require platform management support, you must purchase a Module that includes on-premise support.

#### **Service Desk**

- (d) We will provide a help desk available by phone and email for:
  - (i) End Users to contact for support in relation to User Support Modules; and

(ii) authorised administrators to contact for support in relation to Endpoint Management Platform Management Modules,

### ("Service Desk").

- (e) The scope of support provided by the Service Desk in respect of:
  - (i) User Support Modules and the Endpoint Management Platform Management Modules is set out at clause 6.6 of these Service Terms; and
  - (ii) a Custom Service Module will be separately agreed with you in your Service Order for that Custom Service Module.
- (f) You must ensure that End User requests for support to the Service Desk include all the information we reasonably require, including completing any service request forms, otherwise we may not be able to resolve the request for support.
- (g) If you use your own UEM Platform in connection with AMMS Modular then you must provide us with access to your Unified Endpoint Management ("**UEM**") server for the purposes of providing the AMMS Modular service to you and ensure that you have all necessary authorisations, licences and consents in place to provide us with such access. If you do not provide us with such access then we may not be able to provide device support to you. You indemnify us against all loss or damage that we suffer or incur (including as a result of or in connection with any third party claims) and that arises naturally (that is, according to the usual course of things) as a result of any claim by a third party against us in connection with your breach of this clause 6.3(g), except to the extent the claim is caused or contributed to by us. We will also take reasonable steps to mitigate any loss or damage suffered or incurred as a result of the claim.
- (h) If we determine that an issue an End User reports to the Service Desk is related to your UEM Platform configuration or broader network it will be escalated to your internal IT helpdesk unless your UEM Platform or broader network is managed by us under another Module.

# **Endpoint Management User Support Modules**

(i) We will provide you with the following services as standard inclusions in the Endpoint Management User Support Modules:

User Support Modules – standard inclusions				
Inclusions	Phone/Tablet User Support Module		Windows 10 User Support Module	
inclusions	Business Hours	24x7 Hours	Business Hours	24x7 Hours
Devices Supported	Smartphone and Tablet devices that meet the requirements in clause 6.2(c).		Windows 10 2 in1 and Laptop devices that meet the requirements in clause 6.2(c).	
Enrolment Support Guidance and instruction on how to enrol into the UEM Platform, including assistance to configure corporate devices so that they are successfully enrolled in the UEM Platform.	Included	Included	Included	Included
Un-enrolment Support Support to un-enrol End Users from the UEM Platform, including wiping relevant Supported Devices and restoring factory settings.	Included	Included	Included	Included
Device Configuration Support and Troubleshooting Support for the account configuration of the corporate profile (email, calendar and contacts) on Supported Devices within the native email, calendar and contacts applications that are preinstalled by the manufacturer or UEM managed apps.	Included	Included	Included	Included
Application Support  Support for troubleshooting unexpected limitations or performance issues that impact End Users access or connectivity to corporate resources through OEM or UEM managed applications (excluding bespoke apps).	Included	Included	Included	Included
Lost and Stolen Device Support  Support to lock and wipe Supported Devices and determine location depending on End User authority. Supported Devices will need to be	Included	Included	Included	Included

powered on and connected to the network to perform remote activities.				
24x7 Support				
Provision of 24x7 access to the Service Desk as contemplated in clause 0.	-	Included	-	Included

- (j) We will provide service level reporting in respect of each User Support Module which includes a service level summary with performance results covering the following:
  - (i) tickets (open, closed and ageing);
  - (ii) incidents raised, resolved and unresolved (by priority);
  - (iii) service requests raised, resolved and unresolved (by priority);
  - (iv) End Users and Supported Devices added and removed;
  - (v) Service Desk availability; and
  - (vi) number of Supported Devices enrolled on the UEM Platform.

# **Endpoint Management - Platform Management Modules**

- (k) The Endpoint Management Platform Management Modules for smartphone and tablet devices are available as standard or advanced modules.
- (I) The Endpoint Management Platform Management Modules for Windows 10 Supported Devices are available either as:
  - (i) cloud managed service hosted by Microsoft or VMWare ("Cloud Managed Service"); or
  - (ii) co-managed service where that device is managed by both Intune or WorkspaceOne and your onpremise instance of System Centre Configuration Manager ("SCCM") ("Co-Managed Service").
- (m) The Endpoint Management Platform Management Modules (and the inclusions in each Platform Management Module) are only available in connection with existing, supported UEM Platforms (as notified to you). For clarity, the build and implementation of new UEM or mobile device management ("MDM") platforms is not included and does not form part of the Endpoint Management Platform Management Modules.
- (n) We will provide you with the following services as standard inclusions in the Endpoint Management Platform Management Modules (and further details about the standard inclusions in the Endpoint Management Platform Management Modules is set out below):

Endpoint Management Platform Management Modules – standard inclusions					
Inclusions		olet Platform ent Module	Windows 10 Platform Management Module		
	Standard	Advanced	Cloud	Co- Managed	
Devices Supported	Smartphone and Tablet devices that meet the requirements in clause 6.2(c).		Windows 10 2 in1 and Laptop devices that meet the requirements in clause 6.2(c).		
Configuration Management					
Manage configuration of mobile device management (UEM / MDM) policies, settings and device configurations, including OEM configuration and any OEM specific device management APIs.	Included	Included	Included	Included	
Manage shared and kiosk configurations for mobile devices leveraging native MDM APIs.	Included	Included	-	-	
Manage configuration of email, calendar, contacts and other pre-installed OEM apps on the Supported Devices or UEM apps that can be deployed.	Included	Included	Included	Included	
Manage implementation of access controls to corporate email services such as Secure Email Gateway, including integrations with ActiveSync clients.	Included	Included	Included	Included	
Manage UEM policy configurations including compliance policies with automated remediation workflows, updates to conditional access policies, updates to app protection policies.	Included	Included	Included	Included	
Manage access management configurations including VIDM and integrations with third-party	Included	Included	Included	Included	

identity stores and providers such as Active Directory, LDAP, Okta and Ping.				
Manage configuration of per-app VPN to support corporate applications.	Included	Included	Included	Included
Manage configuration of access control policies, Single Sign-On (SSO) and multi factor authentication (MFA) that secure applications.	Included	Included	Included	Included
Manage device enrolment configurations incl. Telstra DES and connected OEM enrolment integrations (including Apple DEP/ABM, Android Enterprise and Google Zero Touch).	Included	Included	Included	Included
On-Premises Connections				
Manage connectivity to your on-premise infrastructure such as Secure Email Gateway, Mobile Application Gateway, Content Gateway and Identity and Access Management Gateway.	-	Included	Included	Included
Application Catalogue Management				
Manage configuration of application catalogues and content repositories to enable access to corporate and third-party content and applications (including Apple VPP).	Included	Included	Included	Included
Windows 10 Management				
Manage configuration of device firewall management and built-in anti-virus (e.g. Windows Defender managed through Intune).	-	-	Included	Included
Enforce data loss prevention (DLP), BitLocker encryption, cloud Windows Update for Business management.	-	-	Included	Included
Make changes to the configuration of accessing content repositories, intranet access (bookmarks and domains), secure browsing and publish access to content to user groups. This allows end users to collaborate on shared documents, for instance.	-	-	Included	Included
Manage alignment of app and policy workloads on the relevant UEM Platform with SCCM configurations and SCCM changes: client apps, Office click-to-run apps, resource access policies, device configuration policies, Windows Update for Business policies, device compliance policies, endpoint protection policies.	-	-	-	Included

- (o) You can ask for up to 5 change requests per month in relation to your Platform Management Module. If you request, and we agree to action, additional change requests:
  - (i) we will endeavour to perform those change requests, but no service levels apply in respect of those additional change requests; and
  - (ii) you must pay us the applicable fees for our work, which we can confirm upon request.
- (p) If you require remote troubleshooting, diagnostics and support to remotely execute and terminate processes and capture logs including via remote screen viewing and control ("Remote Assistance"), you may need additional capability on the UEM Platform in respect of which we provide a Platform Management Module to you ("Supported Platform"). We will notify you if you need to additional capability on your Supported Platform to enable Remote Assistance and, if your Supported Platform is licensed through us, the applicable fees for such additional capability.
- (q) Where the Supported Platform is licensed through us, we will provide incident escalations to the relevant Supported Platform vendor.
- (r) A "Supported Device Vendor" is a vendor that manufactures Supported Devices and that is approved by us. Our list of Supported Vendors may change from time to time and we can provide a copy of that list on request.
- (s) We will review each release, upgrade, update or patch in relation to your Supported Devices that have been issued by a Supported Vendor and that you have purchased from us or the Supported Vendor ("Release"), once it is available as a general release from the Supported Vendor, to determine whether it is a major or minor Release. We will:
  - (i) test and implement each major Release within 90 days of the Supported Device Vendor making it available as a general release;

- (ii) test and implement each minor Release within 60 days of the Supported Device Vendor making it available as a general release; and
- (iii) implement any Supported Device firmware upgrades and/or patching, either prior to Supported Device activation or at the recommendation of the Supported Device Vendor.
- (t) If you use a Windows 10 Supported Device in connection with your Platform Management Module:
  - subject to the remainder of this clause, you can ask us to test and implement up to 6 Win32 app releases per year (including the deployment of Win32 applications and cloud app storage for the Win32 applications repository);
  - (ii) we only support MSI installations and limited EXE installations (provided that those EXE installations have silent install options). We will notify you if an EXE installation is not supported;
  - (iii) we will install updates and patches for your Windows 10 operating system over Wi-Fi and via PCs on your local network; and
  - (iv) critical security patches will be pushed automatically to that Supported Device. You must ensure that your End Users provide reasonable assistance to install other updates and patches on Supported Devices in accordance with any update and patch rules set up on your Supported Platform.
- (u) We will provide service level reporting in respect of your Platform Management Module which includes a service level summary with performance results covering the following:
  - (i) tickets (open, closed, and aging);

2. Service summary

- (ii) incidents raised, resolved and unresolved (by priority);
- (iii) service requests raised, resolved and unresolved (by priority);
- (iv) incident and request service level performance;
- (v) End Users and Supported Devices added and removed;
- (vi) platform availability;
- (vii) number of End Users and Supported Platform licensing levels;
- (viii) change management activity;
- (ix) dormant and inactive UEM accounts; and
- (x) applications installed on your Supported Platform.

#### **Endpoint Lifecycle User Support Modules**

(v) We will provide you with the following services as standard inclusions in each Endpoint Lifecycle User Support Module:

Endpoint Lifecycle User Support Module – standard inclusions for Smartphone and Tablet				
Inclusions	Description			
Device procurement and reverse logistics	Management of device ordering (including logistics and fulfilment)			
Device staging, allocation and deployment	Management of mobile device staging and MDM enrolment processes prior to delivering mobile device to an End User			
Device repair and replacement management	Management of mobile device repair and replacement processes including the management of your Mobile Device Pool. "Mobile Device Pool" means a pool of mobile devices that you have and maintain for the purposes of replacement of mobile devices in your fleet.			
Fleet location management and tracking	Management of the assignment of mobile devices to End Users and the location of mobile devices in your fleet			

- (w) The Endpoint Lifecycle User Support Module is only available in respect of Telstra mobile services and mobile devices that you have purchased from, or procured through us, or BYOD mobile devices connected to a Telstra mobile service.
- (x) While we will assist you with managing your Mobile Device Pool, you are responsible for purchasing and maintaining your Mobile Device Pool. Unless otherwise agreed in writing, you must ensure that, at all times, your Mobile Device Pool contains a minimum number of Mobile Devices equal to either:
  - (i) 3% of the number of mobile devices in your fleet; or
  - (ii) such other proportion of the number of mobile devices in your fleet as notified to you from time to time.
- (y) If you do not maintain the minimum number of mobile devices in your Mobile Device Pool then the service levels for the Endpoint Lifecycle User Support Module set out in clause 6.6(f) do not apply.

(z) We are not responsible for the physical safety of any mobile device which is not in our possession or under our control.

#### **Custom Service Module**

(aa) The Custom Service Module comprises custom Endpoint management and lifecycle services that fall outside the scope of the inclusions in the Endpoint Management Modules and the Endpoint Lifecycle Modules and that we separately agree with you in your Service Order for the Custom Service Module.

### **Other Endpoint Management Module Terms**

- (bb) If you acquire your UEM Platform from us, we may:
  - (i) from time-to-time need to implement planned and unplanned outages to that UEM Platform for maintenance and upgrade purposes. We will provide you with prior reasonable notice before commencing any planned outages and will aim to cause as little impact as possible to your AMMS Modular service when we do; and
  - (ii) require you and your End Users to agree to a further end user licence agreement (EULA) with us (or our third party suppliers) to access that UEM Platform and to install relevant applications on Supported Devices.
- (cc) We do not represent that AMMS Modular or our UEM Platform integrates with any third party software or service unless expressly set out in this Agreement.
- (dd) Threat remediation provided with AMMS Modular is limited to MDM platform capabilities. Some remediation actions may cause business interruption or loss of data, for example deleting an application, deactivating device connectivity, or removal of corporate data from the device. You accept responsibility for any such interruption or loss caused by our implementation of remediation actions.

# **Third Party Suppliers**

- (ee) Some aspects of AMMS Modular may be the responsibility of a third party or conditional upon action by a third party. In these situations:
  - (i) we are not responsible for any delay or inaction by the third party; and
  - (ii) as between you and us, each responsibility of the third party is deemed to be your responsibility.
- (ff) To avoid doubt, third party suppliers in clause 6.3(ee) do not include Telstra's related entities such as BTS Mobility, or licensors of any UEM Platform you acquire from us.
- (gg) You appoint us as your agent to act on your behalf in relation to any third party supplier to the extent necessary for us to provide AMMS Module to you, including entering into purchase agreements with third party suppliers on your behalf.
- (hh) You authorise us to provide your contact details and all other necessary information (including confidential information) to any third party suppliers, and to instruct third party suppliers on your behalf, to the extent necessary for us to provide AMMS Modular to you. Upon request, you must provide all assistance we reasonably require to provide AMMS Modular to you, including providing any required authorisations to third party suppliers.
- (ii) You acknowledge that we may purchase some components of AMMS Modular from third party suppliers. If one of our third party suppliers suspends, cancels or terminates a service that we rely on to provide you with your AMMS Modular service then we may:
  - (i) replace or modify your AMMS Modular service; or
  - (ii) suspend, cancel or terminate your AMMS Modular service or the affected part.
  - If we replace or modify your AMMS Modular Service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.
- (jj) We will give you as much notice as is reasonably possible in the circumstances.

# 6.4 Charges for AMMS Modular

# **Endpoint Management Module charges**

We charge you the following monthly support charge for each of your Supported Devices enrolled in each Endpoint Management Module. For clarity, if a Supported Device is enrolled in more than one Endpoint Management Module then we will charge you the following support in respect of each Endpoint Management Module in which that Supported Device is enrolled. Additional charges may apply for any non-standard inclusions that you request and we agree to provide.

Endpoint Management Modules	Monthly Support Charge per Supported Device (ex GST) for new AMMS Modular customers from 5 October 2022 with plans associated with an account number not beginning with "7000"		
Endpoint Management User Support Modules			
Phone/Tablet – Business Hours	\$ 5.00		

Phone/Tablet – 24x7 Hours	\$ 6.82			
Windows 10 – Business Hours	\$ 5.00			
Windows 10 – 24x7 Hours	\$ 6.82			
Endpoint Management Platform Management Modules				
Phone/Tablet – Standard	\$ 3.18			
Phone/Tablet – Advanced	\$ 4.09			
Windows 10 – Cloud	\$ 12.73			
Windows 10 – Co- Managed	\$ 16.36			

Endpoint Management Modules	Monthly Support Charge per Supported Device (ex GST) for all other customers					
	<500 Supported Devices enrolled in Endpoint Management Module	501-1000 Supported Devices enrolled in Endpoint Management Module	1001-2000 Supported Devices enrolled in Endpoint Management Module	2001+ Supported Devices enrolled in Endpoint Management Module		
Endpoint Management User S	upport Modules					
Phone/Tablet – Business Hours	\$ 5.00	\$ 4.55	\$ 4.09	\$ 3.64		
Phone/Tablet – 24x7 Hours	\$ 6.82	\$ 6.36	\$ 5.91	\$ 5.45		
Windows 10 – Business Hours	\$ 5.00	\$ 4.55	\$ 4.09	\$ 3.64		
Windows 10 – 24x7 Hours	\$ 6.82	\$ 6.36	\$ 5.91	\$ 5.45		
<b>Endpoint Management Platfor</b>	m Management	Modules				
Phone/Tablet – Standard	\$ 3.18	\$ 2.73	\$ 2.27	\$ 1.82		
Phone/Tablet – Advanced	\$ 4.09	\$ 3.64	\$ 3.18	\$ 2.73		
Windows 10 – Cloud	\$ 12.73	\$ 10.91	\$ 9.09	\$ 7.27		
Windows 10 – Co- Managed	\$ 16.36	\$ 14.55	\$ 12.73	\$ 10.91		

(a) We charge you for your Endpoint Management Module charges monthly in arrears based on the number of Supported Devices enrolled on the relevant UEM Platform during the previous month. We calculate the number of enrolled Supported Devices on one day per month. If the number of enrolled Supported Devices changes during the month, the monthly support charge for that month may not align with the highest number of enrolled Supported Devices during the whole of that month.

# **Endpoint Lifecycle Module charges**

(b) We charge you the following monthly support charge for each of your Supported Devices on a Telstra Mobile or Mobile Broadband plan enrolled in the Endpoint Lifecycle User Support Module. Additional charges may apply for any non-standard inclusions that you request and we agree to provide.

for new AMMS Modular custome	Monthly Support Charge per Supported Device (ex GST) for new AMMS Modular customers from 5 October 2022 with plans associated with an account number not beginning with "7000"				
Phone/Tablet – Business Hours \$ 5.00					

Monthly Support Charge per Supported Device (ex GST) for all other customers

Number of Supported Devices enrolled in the Endpoint Lifecycle User Support Module	<500 mobile services	501-1000 mobile services	1001-2000 mobile services	2001+ mobile services
Phone/Tablet – Business Hours	\$ 5.90	\$ 5.45	\$ 5.00	\$ 4.54

(c) We charge you for your Endpoint Lifecycle User Support Module charges monthly in arrears based on the highest number of Supported Devices on your account during the previous month. We calculate the number of Telstra Mobile or Mobile Broadband Services as the highest quantity of services active during the invoice period.

### **Custom Support Module charges**

(d) The charges for each Custom Support Module are set out in the relevant Price Schedule for that Custom Support Module.

# 6.5 Annual CPI Adjustment

This clause applies to any AMMS Modular services you order or recontract on or after 21 February 2024 for a contract term (or minimum term) of 12 months or longer:

- (a) The prices for those Services will remain fixed during the first 12 months from the commencement of the contract term ("Start Date").
- (b) At any time after the first 12 months, we may, by giving you reasonable advance notice, increase the prices for the Services by a percentage amount no greater than CPI (rounded to the nearest dollar), provided that we only exercise this price increase right no more than once in any 12-month period.
- (c) In this clause, CPI means the percentage annual change in the Consumer Price Index All Groups weighted average for the 8 capital cities as published by the Australian Bureau of Statistics (ABS) immediately before the date of our price increase notice.

### 6.6 What are the service levels for AMMS Modular

### Support hours

- (a) The Support Hours depend on your chosen Module and are set out below:
  - (i) for Endpoint Management Modules with business hours coverage and for the Endpoint Lifecycle User Support Module – Monday to Friday 8am to 5pm local business hours excluding public holidays, unless otherwise agreed in writing with you;
  - (ii) for Endpoint Management User Support Modules with 24x7 coverage 24 hours a day, 7 days a week, 365 days a year for priority 1 to 3 incidents only (as determined in accordance with this clause 6.6); and
  - (iii) for a Custom Service Module, as separately agreed with you in your Service Order for that Custom Service Module.

# **Endpoint Management Module service level targets**

(b) Subject to the Support Hours set out in 6.5(a), we aim but do not guarantee to meet the following service levels targets in respect of all incidents reported and requests made to the Service Desk in connection with Endpoint Management Modules.

AMMS Modular service level targets				
Priority	Respond within	Update every	Restore/resolve incident or fulfil request within	for % of all incidents reported or requests made to the Service Desk each month
1 (Critical)	15 mins	1 hour	4 hours	90%
2 (Major)	30 mins	2 hours	8 hours	90%
3 (Minor)	1 hour	8 hours	1 Business Day	90%
4 (Urgent Request)	2 hours	12 hours	3 Business Days	90%
5 (Standard Request)	3 hours	24 hours	5 Business Days	90%

- (c) We will decide which priority level applies to each incident reported and request made to the Service Desk and will act reasonably when doing so. We prioritise incidents and requests based on impact and urgency as follows:
  - (i) impact is a measure of the effect of an incident or request on business processes; and
  - urgency is a measure of how long it will take until an incident or request has a significant business impact.
- (d) Where we have to engage with a third party vendor's support function to resolve an incident or fulfil a request, the third party's service level target timeframes are added to the above timeframes.
- (e) The service level targets set in clause 6.6(b):
  - (i) only apply during the Support Hours;
  - (ii) will not apply in relation to any period of scheduled maintenance;
  - (iii) are targets only and you acknowledge and agree that we are not liable to you for any failure to meet those service level targets and that no service credits are payable for our failure to meet a service level target.

### **Endpoint Lifecycle Module service level targets**

(f) We will aim, but do not guarantee, to meet the following service level targets in respect of the Endpoint Lifecycle User Support Module:

Endpoint Lifecycle U	ser Support Module	- service level targets
Service inclusion	Application	Service level targets
Mobile device and accessory delivery for up to 100 new Telstra mobile service connections.	This service level target only applies to email or electronic orders submitted to us via the Service Desk.  Notes:  An order must be submitted for each individual device and accessory.  This service level target does not apply to orders for mobile devices and accessories for more than 100 new Telstra mobile services.	Provided the Service Desk receives your completed email or electronic order on a Business Day before 12.00pm local time, we aim to deliver 90% of your orders within the following timeframes:  • for deliveries to Metropolitan Areas – on the next Business Day following receipt of your order;  • for deliveries to Regional Areas – within 2 Business Days following receipt of your order; and  • for deliveries to Remote Areas - within 5 Business Days following receipt of your order.  Note: Delivery within the above timeframes may not be possible in the circumstances where the mobile device or accessory model requested by you is out of stock or is not available from the manufacturer; the mobile device or accessory model requested by you has been discontinued; we are unable to deliver the mobile device or accessory to you because your delivery address is incorrect or incomplete; we are unable to gain access to your site to deliver the mobile device or accessory to you, or for any reason beyond our reasonable control.
Faulty mobile device repairs and replacement	This service level target <b>only</b> applies to email or electronic orders submitted to us via the Service Desk. <b>Note:</b> An order must be submitted for each individual device.	Provided the Service Desk receives your completed email or electronic order on a Business Day before 12.00pm local time, we aim to repair or replace 90% of your orders within the following timeframes:  • where your Mobile Device Pool is located in Metropolitan Areas – within 11 Business Days from receipt of the faulty mobile device by a Telstra repair centre; and  • where your Mobile Device Pool is located outside Metropolitan Areas – within 20 Business Days from receipt of the faulty mobile device by a Telstra repair centre.  This service level target does not apply if:  • replacement parts are not available for your mobile device from the relevant mobile device manufacturer; or  • the Service Desk determines that your mobile device needs to be returned to the mobile device manufacturer for repair.
Replacement of lost or stolen mobile devices	This service level target <b>only</b> applies to email or electronic orders submitted to us via the Service Desk. <b>Note:</b> An order must be submitted for each individual device.	Provided the Service Desk receives your completed <b>email or electronic order</b> on a Business Day before 12.00pm local time, we aim to deliver 90% of orders for replacement mobile devices for lost or stolen mobile devices within the following timeframes:  • for deliveries to <b>Metropolitan Areas</b> and <b>Regional Areas</b> – next Business Day following receipt of your order; and  • for deliveries to <b>Remote Areas</b> - within 5 Business Days following receipt of your order.

you, or for any reason beyond our reasonable control.
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- (g) For the purposes of the service level targets in clause 6.6(f):
  - (i) Metropolitan Area means the capital city of each State and Territory in Australia;
  - (ii) Regional Area means areas up to 200km from a Metropolitan Area; and
  - (iii) Remote Area means all areas outside Metropolitan and Regional Areas,
- (h) The service level targets in clause 6.6(f) do not apply if you order mobile devices, services or activations through any delivery channel other than the Service Desk.
  - (i) are targets only and you acknowledge and agree that we are not liable to you for any failure to meet those service level targets and that no service credits are payable for our failure to meet a service level target.

### 6.7 Changing and cancelling AMMS Modular

- (a) AMMS Modular is provided month to month until you cancel it (except for services that are charged as one-off services).
- (b) If you change or cancel your AMMS Modular service, you must keep paying all existing costs and charges up until the end of the calendar month in which you change or cancel your AMMS Modular service. Any changes take effect from the start of the following calendar month.
- (c) There are no early termination charges for cancelling an AMMS Modular service unless you have special pricing terms which state otherwise.

#### 6.8 Definitions

Capitalised terms used in this section 3 of these Service Terms that are not otherwise defined in this Agreement have the following meanings:

#### End User means:

- (a) in relation to the Endpoint Lifecycle User Support Module, an authorised user of one of your Telstra mobile services; and
- (b) in relation to all other Modules, an authorised user of a Supported Device,

that has an email address attached to your company.

Support Hours means the support hours for each Module set out in clause 6.6(a).

**User Support Modules** means the Endpoint Management User Support Modules and the Endpoint Lifecycle User Support Module.

# 7 AMMS PROFESSIONAL SERVICES

### 7.1 What are AMMS Professional Serivces?

AMMS Professional Services comprise Professional Services for the installation and configuration of the UEM Platform you use in connection with your T-MDM and AMMS Modular services, as set out in your Service Order for those AMMS Professional Services.

### 7.2 Eligibility for AMMS Professional Services

- (a) Before we can commence any work in relation to Professional Services for AMMS:
  - (i) you must provide us with administrator access to the relevant UEM;
  - (ii) you must activate all third party accounts required for setup of the relevant UEM Platform including Apple Business Manager, Apple developer account, Samsung KNOX and the Telstra device enrolment service (as applicable) and provide us with access to those third party accounts as reasonably required by us in order to perform the AMMS Professional Services; and
  - (iii) you must comply with any IT system pre-requisites we notify to you.

# 7.3 Our responsibilities

We will:

- (a) carry out all AMMS Professional Services during normal business hours being 9.00am to 5.30pm on Business Days, unless we agree with, or indicate to, you otherwise; and
- (b) use reasonable endeavours to meet your scheduling requests, subject to availability of resources.

### 7.4 Your responsibilities

- (a) You must:
  - (i) unless otherwise agreed in writing, procure all necessary authorisations, licences and consents in place to provide us with access to third party accounts as contemplated in clause 7.2;
  - (ii) comply with our reasonable directions (including in relation to implementation of changes to your operating and technical environment) as reasonably required by us to provide the AMMS Professional Services;
  - (iii) provide us with any assistance or information we reasonably require in connection with the AMMS Professional Services;
  - (iv) notify us of any risks and dependencies that may affect our ability to perform the AMMS Professional Services as soon as possible after you become aware of them;
- (b) You are responsible for backing up all data, applications and settings before we commence the AMMS Professional Services.
- (c) You indemnify us against all loss or damage that we suffer or incur (including as a result of or in connection with any third party claims) as a result of your breach of clause 7.4(a)(i).

# 7.5 Further terms for AMMS Professional Services

The AMMS Professional Services are provided to you on the terms set out in the Other Services – Professional Services section of Our Customer Terms.

#### 7.6 Charges

- (a) The charges for your AMMS Professional Services are set out in the relevant Price Schedule for those AMMS Professional Services.
- (b) Unless otherwise agreed in the relevant Price Schedule, you must pay us any out of pocket expenses reasonably incurred by us (or on our behalf) in relation to performance of the AMMS Professional Services (including any reasonable costs we incur in connection with your failure to meet your obligations in respect of the AMMS Professional Services and delays outside of our reasonable control).

#### 7.1 Definitions

Capitalised terms used in this section 7 that are not otherwise defined in this Agreement have the following meanings:

**UEM Platform** means a unified endpoint management platform.

Professional Services has the meaning given to it in the Other Services - Professional Services section of Our Customer Terms.