

Service Terms





SD-WAN Adapt S1

1 About this document



1.1 Where this document fits into our agreement with you

Agreement overview

- (a) Thank you for choosing Telstra. Our Agreement with you is made up of the following parts:

| | |
|--|---|
|  Overview | You sign this part of the Agreement when you first agree to buy Services from us. It includes your key Agreement details. |
|  Price Schedule | This part of the Agreement outlines the prices and pricing conditions of the Services you buy from us. |
|  Order Request | This part of the Agreement is a record of the orders you submit to us, including changes you request to your Services that incur a charge. |
|  Data Protection Addendum (DPA) | For customers who sign up or renew their service from 23 December 2022, this part of the Agreement applies if the Services involve the processing of any personal data regulated by EU and/or UK data protection law or any other data protection law referenced in the DPA. You give us the right to process such personal data in a manner consistent with the applicable DPA. It supersedes any data processing addendum or agreement that you may have been previously executed with us. You can find a copy of the DPA at www.telstra.com/DPA |



The two below parts make up our standard form of agreement with our customers for the purposes of [Part 23 of the Telco Act](#). We update these terms from time to time in line, with our Agreement with you.

| | |
|--|--|
|   Service Terms | This part of the Agreement contains the specific conditions for each service you buy from us. |
|  General Terms | This part of the Agreement contains the conditions that apply to all our services, unless we agree otherwise with you. They are available online at telstra.com/digitalterms . |

- (b) If different parts of this Agreement are inconsistent, the part listed earlier in the table applies to the extent of the inconsistency.

Service Terms overview

- (c) This Service Terms document is made up of the following sections. Click on an icon to go to that section.

| | | |
|---|--|---|
|  About This section helps to orientate you within the documents. |  Service Summary This section gives an overview of Service inclusions and features. |  Charges This section describes the charges for the Service. |
|---|--|---|



[Conditions + Responsibilities](#)

This section describes critical obligations for the Service.



[Service Management](#)

This section describes the management of the service



[Definitions](#)

This section explains the meaning of capitalised words.

2 Service summary

2.1 Information about this Service



About this Service

Service description

- (a) An SD-WAN Adapt S1 service (**Service**) provides a secure Software-Defined Wide Area Networking (**SD-WAN**) which includes the following products and services:
 - (i) lease of the CPE that performs SD-WAN functionality to be located at your site/s (**SD-WAN CPE**);
 - (ii) activation and back-up internet connectivity via our mobile network for the SD-WAN CPE in Australia (**Internet Connectivity**);
 - (iii) cloud hosted security service including a next-generation firewall (**Cloud Security**);
 - (iv) the Service supports and network monitoring (**Support and Monitoring**); and
 - (v) any other related additional services that have been agreed under a Statement of Work (SOW) on the Professional Services Terms (**Additional Services**).

Eligibility

- (b) You can apply for a Service if you:
 - (i) have a valid ABN or ACN;
 - (ii) have or take up primary connectivity at your site which is compatible with the SD-WAN CPE; and
 - (iii) have requested, and we have completed, a Solution Design for the Service as an Additional Service under a SOW.

2.2 Service inclusions and plans



What is included with this Service?

Key details

- (a) The Service is available as either a:
 - (i) Extra-small service option which is for support of 50Mbps total speed (download + upload) (**Extra Small**);
 - (ii) Small service option which is for support of 100Mbps total speed (download + upload) (**Small**);
 - (iii) Medium service option which is for support of 200Mbps total speed (download + upload) (**Medium**);
 - (iv) Large service option which is for support of 500Mbps total speed (download + upload) (**Large**); or
 - (v) Extra-large service option which is for support of 2Gbps total speed (download + upload) (**Extra Large**),

which does not include primary connectivity required for the operation of the SD-WAN CPE. You will be required to have or take up compatible primary internet connectivity with us in Australia.

Device and Equipment

- (b) We will use reasonable efforts to deliver the SD-WAN CPE by the date we tell you and update you of any delivery delays. You acknowledge and agree that the supply of the SD-WAN CPE depends on its availability from our third party supplier.
- (c) Once we have confirmed your requirements and order, we will deploy a SD-WAN CPE to your nominated location.
- (d) We will lease the CPE to you for the Term of your Service.

Equipment Installation and activation

- (a) You may request remote or on-site support to assist you with installing your SD-WAN CPE which may be provided to you as an Additional Service. If applicable, any additional fees and the scope of the installation assistance will be agreed under a SOW.
- (b) The SD-WAN CPE will have a Mobile SIM pre-installed and activated with the Mobile Broadband Plan to enable device activation over our mobile network as further detailed in clause (c) below.

Internet Connectivity (Extra Small, Small and Medium only)

- (c) To enable initial SD-WAN CPE activation over our mobile network in Australia, we will supply you with:
 - (i) a Telstra Mobile SIM which will be pre-installed in your SD-WAN CPE; and
 - (ii) Mobile Broadband Plan to allow for activation of the SD-WAN CPE while primary fixed line or mobile internet connectivity for the SD-WAN CPE is being established. The Mobile Broadband Plan will be provided for use as a connectivity service, until you have activated your primary connectivity service for your SD-WAN CPE or three months after the SD-WAN CPE activation (whichever occurs first).
- (d) If the three month period has passed and you do not have active Telstra primary connectivity service, we may, at our sole discretion, terminate the Mobile Broadband Plan.

Back-up connection for SD-WAN CPE (Extra Small, Small and Medium only)

- (e) The Mobile Broadband Plan provided as part of the Service will be utilised to provide a back-up connectivity for the SD-WAN CPE (**Back-Up Connection**) after (whichever occurs first):
 - (i) you activate your primary connectivity service for your SD-WAN CPE; or
 - (ii) three months from the SD-WAN CPE activation.
- (f) If your primary connectivity service is unavailable for some reason, the SD-WAN CPE will switch to the back-up mobile pathway to help keep your SD-WAN CPE connected until your primary connectivity service is restored and the SD-WAN CPE switches to operate on the primary connectivity service. The Back-up Connection cannot be used for any other purpose.
- (g) The Back-Up Connection included in your Service is provided on the Telstra mobile network with a Telstra Mobile SIM card provided by us. You must not substitute it using a mobile SIM card from another service provider without our prior written consent. The Back-Up Connection will not be available to you if you replace the pre-installed SIM and associated Mobile Broadband Plan with another mobile broadband plan.

(h) Subject to the Australian Consumer Law provisions in the General Terms of this Agreement, we don't guarantee your Service availability in required locations or any service level or target associated with our mobile network as part of your Service.

(i) Where a site is using Mobile as an active or primary connectivity method (not just for Back-up connection), you will utilise a suitable Telstra Mobile Broadband Plan and where applicable, utilise a suitable <as per product documentation> separately supplied business grade external modem.

Security

(j) Your Service includes the Cloud Security which is a security infrastructure designed to help protect SD-WAN network traffic by applying security features to the traffic as it runs through the Cloud Security.

(k) The Cloud Security may include the following features and capabilities as your SD-WAN network traffic runs through it, which are subject to change from our third party supplier. Nothing in this Agreement limits our or our third party suppliers' ability to change the Cloud Security product from time to time without having any obligation or liability to you. We will provide you with the details of changes if the details are made available to us by our third party supplier. You acknowledge and agree that we may not automatically include the changes available in all instances.

| Security Feature | Description |
|---|---|
| Network antivirus and antispysware protection | Blocks anti-virus or anti-spyware software or applications running on the customer next generation firewall |
| Sandboxing | Advanced malware and APT prevention |
| Safe web browsing | Block bad websites, phishing, executables from unknown URLs with parental controls |
| Vulnerability protection and intrusion prevention | Blocks unauthorized access. |
| Block high-risk file types | Block multi-level encoded files and only allows well behaved applications |
| Data loss prevention | Ensures sensitive data such as credit card information is not lost |
| Sinkhole command and control traffic | Stops outbound command and control traffic so malware can't communicate back to the command server. |
| Port-based firewall with application visibility | Block bad, misbehaving or high-risk applications |
| DoS and DDoS protection | Block Denial of Service Attacks on specific applications or that have low to mid traffic volumes |
| Port-based firewall with application visibility | Block bad, misbehaving or high-risk applications |
| Reputation based IP filtering | Filters out high risk and malicious IP addresses |



| | |
|--|--|
| Threat intelligence with Customisable protection feeds and Blacklist | Ability to blacklist specific items such as Domain Name Servers, IP Addresses, or specific URL's |
| Policy customization per customer | Each customer can select how they want their policies configured, what specific items they want to block (URL's, IP's etc) |
| Remote Access | Allows remote/mobile access to customer network |
| IPSec VPN (site-to-site) | Secure tunnel between customer sites |
| SSL / TLS decryption | Ability to decrypted traffic in order to search for threats |

- (l) We will calculate and allocate an amount of bandwidth for the Cloud Security connectivity based upon site options during the Solution Design phase. Regardless of our calculation (for example, even if the calculation suggests the bandwidth lower than 100 Mbps), we will provide you with a minimum of 100Mbps. Additional bandwidth beyond the default allocation can be purchased separately as an add-on (capped at a maximum allocation of 500Mbps).

Early Access

- (m) From time to time, we may make available or invite you to receive early access to Services, features or options (**Early Access**). The Early Access features and functionality may be released in various stages of development, such as alpha, beta or pre-general release.
- (n) The following terms and conditions, together with any additional restrictions we notify you of, will apply to any features or functionality within the Early Access program until they are made generally available as part of the Service.
- (o) The purpose of granting you Early Access is to provide you with an opportunity to:
 - (i) 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
 - (ii) provide feedback in relation to the user experience and any improvements we should consider.
- (p) 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.
- (q) You acknowledge that:
 - (i) the Early Access features and functionality are confidential. 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; and
 - (ii) 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;
 - (iii) the Early Access feature or functionality is not an officially

released Telstra product and as such, technical support will be provided on a “reasonable efforts” basis only and the features and functionality may be limited or different to the full commercial version (if released);

- (iv) subject to the Australian Consumer Law provisions in the General Terms of this Agreement we do not guarantee that the Early Access Service will be fault-free or to fix and/or modify the Early Access Service during the Early Access period;
 - (v) Service levels, service targets or service level rebates do not apply to Early Access features or functionalities and you waive any rights in respect of them;
 - (vi) where we enable, install, test, or make changes to the Early Access feature or functionality, you may experience a disruption of the Early Access service;
 - (vii) it may be necessary for you to invoke configuration policies within your existing infrastructure to access the Early Access feature or functionality. You are solely responsible for all charges relating to your private network and/or internet access, data usage and any configuration necessary within your infrastructure to enable you to access the Early Access feature or functionality and we are not responsible for any additional requirements;
 - (viii) if any information provided by you is inaccurate or incomplete, the Early Access feature or functionality may not work properly (or at all);
 - (ix) we may change the nature of the Early Access feature or functionality from time to time and will provide you with reasonable written notice of such a change; and
 - (x) any data collected by us related to your participation in the Early Access and use of the Early Access feature or functionality may be used by us to evaluate the Early Access and for our internal planning, internal marketing, or product development purposes. You consent to such use.
- (r) You agree to participate in the Early Access by:
- (i) complying with all of our reasonable directions, instructions and requests for information in relation to the Early Access feature or functionality;
 - (ii) 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;
 - (iii) ensuring that during the Early Access period, end users complete and return to us such feedback (including forms) and participate in agreed feedback interviews as may be requested by us to you; and
 - (iv) ensuring that at the end of the Early Access Period, end users and the person nominated under clause q(ii), attend a debrief interview and complete such questionnaires as may be provided by us to you.
- (s) To the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of this Agreement, we provide the Early Access features or functionalities “AS IS” without any representation or warranty of any kind. For clarity, we 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 or services whether express, implied or statutory, including without limitation the implied warranties or merchantability, fitness for a particular purpose, title and non-infringement.

- (t) Subject to clause (u) and the Australian Consumer Law provisions in the General Terms of this Agreement, 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.
- (u) If our liability cannot lawfully be excluded but can be limited, that liability is limited to our choice of re-supplying or paying the cost of re-supplying the services.
- (v) 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.
- (w) 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.
- (x) You acknowledge and agree that we own all intellectual property rights in all materials provided by us or you as part of the feedback or evaluation of Early Access features or services and all materials created by us or you in connection with the Early Access service or features.
- (y) If you provide us with material relevant to your receipt and use of the Early Access service or feature, you grant us a non-exclusive, non-transferable licence to use that material for purposes relating to the provision of your Early Access feature or functionality.

2.3 Minimum Service Term



Is there a minimum term commitment for this Service?

Minimum Service Period

- (a) You must take this Service for the Minimum Service Period.
- (b) After the Minimum Service Period, the Service will automatically renew on a month to month basis unless you or we cancel the Service on 30 days' written notice.

2.4 Early Termination



Do charges apply if you cancel during a Minimum Service Period?

- (a) You may terminate your Service at any time by giving us at least 30 days' prior written notice.
- (b) If you terminate your Service before the end of the Minimum Service Period, you may have to pay us early termination charges for your primary data carriage service as specified in your separate agreement for these services with us.
- (c) You may cancel your Service at one or more (but not all) of your existing site(s) during the Minimum Service Period only with our prior written consent. We may consent to cancellation of sites on conditions, which may include updated pricing for remaining sites.

2.5 Additional rights to terminate



When can we terminate your service?

Our additional rights to terminate

- (a) In addition to our rights as set out in the General Terms, we may terminate your Service if:
- (i) you cause a defect or incident by accidental damage, or improper or negligent use of the equipment or the Service;
 - (ii) you cancel your existing site(s) without our prior written consent; or
 - (iii) you breach any of your obligations in these Service Terms and fail to remedy the breach after we have informed you of the breach.

Our right to suspend for breach

- (b) If you have breached any of your obligations in relation to your Service, we may also elect to suspend the provision of your Service.

2.6 Consequences of termination



What happens if the Service is terminated?

- (a) If the Service expires or is cancelled or terminated for any reason:
- (i) on and from the termination date, we will de-activate, and you must immediately stop using the Service (including the SD-WAN CPE and any software provided as part of the Service);
 - (ii) you must pay us all outstanding invoices for the Service by their due date;
 - (iii) all rights a party has accrued before expiry, termination or cancellation continue;
 - (iv) you must on or within 5 days of the termination date,
 - disconnect the SD-WAN CPE; and
 - return all the SD-WAN CPE we provided to you for the Service via the method and to the location we require and notify to you; or
 - provide us with access to the site(s) where the SD-WAN CPE are located so that we can recover the devices.
- (b) If you do not return the SD-WAN CPE we provided to you for the Service, or we are unable to recover it from you, we may continue to charge you for the equipment charges until it is returned or recovered. Alternatively, we may agree that you pay us the value of the SD-WAN CPE.

3 Charges

3.1 About the charges for this Service



What are the Charges for this Service?

- (a) The set-up and on-going monthly charges per site for your Service will be calculated in accordance with the pricing set out below.
- (b) We may provide up to two Service options per site at our absolute discretion.

SD-WAN Adapt S1 Plan

| Plan | Mobile Mode | Monthly Charge | Activation Charge |
|-------------------------------|-------------------------------|----------------|-------------------|
| SD-WAN Adapt S1 – Extra Small | Active / Hot Standby / Backup | \$240 | \$0 |
| SD-WAN Adapt S1 – Small | Active / Hot Standby / Backup | \$380 | \$0 |
| SD-WAN Adapt S1 – Medium | Active / Hot Standby / Backup | \$450 | \$0 |
| SD-WAN Adapt S1 – Large | NA | \$650 | \$0 |
| SD-WAN Adapt S1 – Extra Large | NA | \$1,200 | \$0 |

Mobility plan

The below sets out the pricing for the applicable Adaptive Mobility plan used with SD-WAN Adapt S1 Extra Small, Small and Medium Plans. Where the mobile service is in “hot standby” or “back up” mode, no additional charge applies.

Where the mobile service is in active mode, the charges and data allowance for the selected mobile plan as set out in the Adaptive Mobility Service Terms will apply in addition to the SD-WAN Adapt S1 monthly charge.

Cloud security

Your Service includes Cloud Security. We will allocate an amount of bandwidth per site option for Cloud Security connectivity with a minimum of 100Mbps (capped at a maximum allocation of 500Mbps).

You can also choose to purchase the Add-Ons table below:

| SecureEdge Add-Ons | Monthly Charge | Notes |
|---|----------------|---|
| SecureEdge Add-On Bandwidth SMALL (100Mbps additional bandwidth) | \$420 | Capped at a maximum allocation of 500Mbps |
| SecureEdge Add-On Bandwidth LARGE (500Mbps additional bandwidth) | \$1,420 | Capped at a maximum allocation of 500Mbps |
| SecureEdge Add-On Inbound Access (Block of 5 public IP addresses) | \$630 | Price per block of 5 public IP addresses. You can purchase a maximum of 2 blocks. Note in Telstra’s ordering systems and on your Telstra bill, you may see this add-on alternatively described as <i>SD-WAN Adapt S1 Additional 5 Public IP Addresses</i> or <i>Add-On External IP addresses</i> . |

| | | |
|----------------------------------|-----|---|
| SecureEdge Add-On Remote Workers | \$8 | This add-on service provides remote access to the Customer network for Users who are not at one of the sites. Additionally, since the connection to Remote Worker is passed through the Cloud Security included in your Service, traffic running via the Cloud Security will have the security features available via this service. |
|----------------------------------|-----|---|

3.2 Paying for this Service



How are you billed for this Service?

Billing

- (a) Service fees will be applied monthly on to your Telstra bill in arrears on and from the Start Date of your Service.

3.3 Other charges and optional Services



Additional Services available with this Service

Additional Services

- (a) Fees for any Additional Services will be specified in the applicable Statement of Work.

Internet connectivity

- (b) Fees for any add-on Site internet connectivity will be specified in your separate agreement.

Solution Design

- (c) Before we can provide you with your Service, you must obtain a solution design for the services from us as an Additional Service which will be based on consultation with you and the network design, business and security requirements you provide to us (**Solution Design**).
- (d) The cost of the Solution Design is not included in the monthly fees for your Service. Additional fees, along with the scope and requirements for the Solution Design will be agreed by the parties under the SOW.

4 Conditions and responsibilities

4.1 Service conditions and responsibilities



Telstra not liable for failures caused by you

Device and Equipment

- (a) You are responsible for loss and damage (unless caused by our negligence or breach of the Service Terms) and security of the SD-WAN CPE once delivered to your site.

Consequences of your failure to meet your obligations

- (b) If you fail to meet any of your obligations in relation to the Service, you acknowledge that:
 - (i) we may not be able to provide part or all of your Service;



License to use the Service

- (ii) certain Service features or functionality may not be available or their quality may be affected; and
- (iii) we will not be liable for, or be required to meet, our Service obligations which rely on, or are connected to, you meeting your obligations.

License to use related software

- (c) We will procure the right for you to use any software that forms part of the SD-WAN CPE for your Service (if any) on the same terms that the relevant third party vendor grants such licences and provide you with these licence terms. You must comply with any software licence terms.



What aspects of this Service are your responsibility?

Equipment Installation and activation

- (a) If you do not request installation services as an Additional Service, you are solely responsible for the installation of the SD-WAN CPE in accordance with manufacturer's instructions and your requirements.
- (b) you must:
 - (i) provide a suitable physical environment for equipment installation in accordance with the specifications and operating guidelines we provide; and
 - (ii) cooperate with us (including our Personnel) and ensure that we have prompt access to your site at times we reasonably request.
- (c) You are solely responsible for the preparation of your sites so they can accommodate the equipment including carrying out any room remediation work and acquiring any building services that may be required before we install the site. We and our partners can't install the SD-WAN CPE if you don't provide prompt and proper access your site. If this happens, we aren't liable for any delays and there may be additional charges which we will tell you of at that time.

Internet Connectivity

- (d) A primary internet connectivity service is not included as part of your Service. You must either:
 - (i) have an existing compatible primary internet connectivity service with us; or
 - (ii) activate a compatible fixed line or other mobile wireless primary internet connectivity service under a separate order and agreement with us within three months of the SD-WAN CPE activation
- (e) The primary internet connectivity options available to you will depend on the compatibility with the Service and availability in the area of your site. We will do a feasibility study as part of the Solution Design to confirm which options are available at your site(s). You may have to obtain from us, at additional charge, a site survey to confirm that you are in a selected area and whether you need any additional equipment.
- (f) The term of the fixed internet connectivity or wireless mobile primary internet connectivity taken up separately by you with us will be determined under your separate agreement with us for these services. However, you must maintain a primary fixed line or wireless mobile primary internet connectivity service to operate your SD-WAN CPE for the Term of your Service.
- (g) The Service cannot support utilising links where the total bandwidth of those links is larger than the site option selected (including any 3rd party carriage).
- (h) Should you need to utilise connectivity for a site that is not compatible (see product documentation), the customer utilises the service at their own risk as Telstra will be unable to support or assure the Adapt S1 service at that site.

Back-up connection for SD-WAN CPE

- (i) For the Back-Up Connection, you must:
 - (i) only use the Back-Up Connection as a service back up for time that your primary connectivity service has failed;
 - (ii) not use, or attempt to use the Back-Up Connection as the primary internet connectivity service for the Service (unless it is for activation at your site while waiting for fixed line or other mobile primary internet connectivity for the SD-WAN CPE to be established);
 - (iii) ensure your SD-WAN CPE remains connected to the primary connectivity service at all times (even when in back-up mode); and
 - (iv) not interfere or alter the configuration of the Back-Up Connection or attempt to remove the Telstra SIM card provided without our prior consent unless you are replacing it with another Telstra mobile broadband plan,and we may suspend or cancel some or all of your Service if you breach this clause.
- (j) You acknowledge that:
 - (i) the Telstra mobile network is a shared network, so throughput and latency depends on user numbers and traffic. Subject to the Australian Consumer Law provisions in the General Terms of this Agreement, we don't guarantee throughput of data; and
 - (ii) the Back-Up Connection may affect the running of some or all of your applications.

Acceptable Use Policy

- (k) You must:
 - (i) cooperate with us and provide us with full and accurate reasonably requested information (including where relevant configuration information) about your network or as required to comply with all applicable laws and our reasonable directions, instructions and requests in relation to our provision of the Service;
 - (ii) report all known faults or Incidents to the Service Desk via the methods and during the Support Hours specified in these Service Terms; and
 - (iii) ensure that you comply with the licence terms of any software (such as application software or operating system) which you or we install or use in connection with your Service.
- (l) You must not use the Service or let the Service be used:
 - (i) in a way that interferes (or threatens to interfere) with the efficiency and security of the Service or another person's use of the Service and our network or any other network;
 - (ii) to engage in any form of peer-to-peer file sharing;
 - (iii) to commit an offence or breach any laws, standards or codes applicable to the Service;
 - (iv) in a manner that is excessive or unusual;
 - (v) in a way that interferes (or threatens to interfere) with the efficiency and security of the Service or another person's services;
 - (vi) to distribute any form of malicious, destructive or harmful code (including without limitation Trojan horses and worms) or any instructions activating such code;
 - (vii) to menace, harass or stalk any person whether intentionally or unintentionally;

- (viii) to distribute material that is defamatory, obscene or could cause offence or harm;
 - (ix) in a manner that infringes any other person's intellectual property rights, confidential information or other such rights;
 - (x) to enable a minor to access inappropriate material for a minor to view or be exposed to;
 - (xi) to establish (or try to establish) contact with a minor not otherwise known to you; or
 - (xii) in a manner which will expose us to the risk of any claim, legal or administrative action.
- (m) You must ensure your use of the Service complies with all reasonable procedures notified by us.

Use of rental equipment

- (n) You don't have any title in the SD-WAN CPE.
- (o) You must:
- (i) ensure the SD-WAN CPE is kept in good order and repair;
 - (ii) not sell, dispose of or encumber the CPE; and
 - (iii) allow us (including our Personnel) to inspect the SD-WAN CPE at reasonable times.

Alterations, repair and upgrades to the SD-WAN CPE

- (p) You must not alter, modify or repair the SD-WAN CPE without our prior written consent. Subject to the Australian Consumer Law provisions in the General Terms this Agreement, we are not responsible or liable to you for any loss or damage you suffer or incur as a result of or in connection with any such alteration, modification or repair to the SD-WAN CPE. If you make any alterations, modifications or repairs to the SD-WAN CPE and it impairs the condition or performance of the SD-WAN or diminishes its use or value, we may charge you an additional repair or replacement fee. This charge is a genuine pre-estimate of our loss.
- (q) You may move the location of the SD-WAN CPE within Australia by giving us at least 7 days' prior written notice. You must keep us informed with respect to the location of the SD-WAN CPE at all times. You are responsible for all costs and expenses relating to the relocation of the SD-WAN CPE including any loss or damage which you may suffer as a result of that relocation. You acknowledge and agree that the relocation of the SD-WAN CPE (including failure to notify the location of the SD-WAN CPE) may impair the condition or performance of the Service or diminish its use or value and that we are not responsible for any consequences, loss or damage.
- (r) If your CPE has a fault or failure which cannot be fixed by us (including SD-WAN CPE as part of the Support and Monitoring services), we will deliver a replacement SD-WAN CPE which will be a substantially equivalent or better CPE (based on availability from our partner). The faulty or failed SD-WAN CPE must be returned to us once you receive your replacement device unless otherwise agreed in writing. We will not be responsible for installing the replacement SD-WAN CPE unless you request installation services as an Additional Service.

Lost, stolen or damaged SD-WAN CPE

- (s) If any of the SD-WAN CPE is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence under the Service Terms), you must promptly tell us and pay us the present value of the SD-WAN CPE.

Insurance of CPE



Are there any important limitations for this Service?

- (t) You must obtain and maintain adequate insurance for the value of the SD-WAN CPE. You must show us this insurance policy on our reasonable request from time to time.

What is not provided by the Cloud Security

- (u) Subject to the Australian Consumer Law provisions in the General Terms of this Agreement, we do not promise or guarantee that the Cloud Security will prevent or detect unauthorised access or breaches to your network.
- (v) We will use, access and configure the Cloud Security on your behalf as part of our supply of the Service to you. You are not permitted to access to the Cloud Security and are not provided with any licence to use the Cloud Security on your own behalf as an end user of this service.
- (w) We may carry out your Cloud Security policy configuration requests as instructed by you but we will not advise on the merits of the request or the potential consequences of implementing the request (unless you request additional advisory service as an Additional Service). It is recommended to have the advisory service however, not mandatory. If you request this advisory service, the scope of these services and any additional fees will be agreed under a SOW.
- (x) You agree and acknowledge that:
 - (i) any and all firewall policy configurations remain your sole responsibility; and
 - (ii) we have no liability for any loss or damage suffered or incurred by you whatsoever, either consequential or direct that may arise from those policy configurations, except to the extent caused or contributed to by our (or our contractors') negligence.
- (y) We are not responsible for, and the Service does not include:
 - (i) application of security features to data or traffic that has bypassed the Cloud Security; and
 - (ii) defining the Cloud Security configuration to address your business security objectives (however, you can request this as an Additional Service and the scope and any additional fees will be agreed under a SOW).
- (z) Updates to the Cloud Security may be provisioned at the time they are supplied by our third party supplier. We will notify as soon as reasonably possible (depending on notification provided to us by our third party supplier) if these updates will impact the Cloud Security or your Service.

Upgrades and unavailability

- (aa) If we are no longer able to support the SD-WAN CPE leased to you, we may (by giving at least 30 days' written notice):
 - (i) replace your SD-WAN CPE with substantially equivalent or better CPE if you are still within the Minimum Service Period. If we replace your SD-WAN CPE with a substantially equivalent CPE 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; or
 - (ii) terminate your Service after the expiry of the Minimum Service Period.



Third Party Suppliers

Important conditions that apply to this Service

- (bb) You acknowledge and agree that we use third party suppliers to help deliver the Service (**Partner**) and therefore part of your Service may be the responsibility of the Partner or conditional upon action by the Partner.
- (cc) You authorise us and will take all the necessary steps to allow us to provide, disclose, store and transfer your and your users' contact details and all other necessary information (including confidential and personal information) to any third party suppliers (including the Partners), and to instruct third party suppliers (including the Partners) on your and your users' behalf in connection with the provision of your Service.

5 Service Management

5.1 Service Level targets



Are there targets for managing Service performance?

- (a) We aim, but do not guarantee, to meet the following timeframes for response, restoration and status reports. You acknowledge and agree that our Service Levels are targets only and that we are not liable to you for failing to meet them. The table below describes the default Service Levels and can be amended from time to time (for example, by our Partner or by a SOW) in accordance with the General Terms of this Agreement. We will notify you of the applicable Service Levels if they are different from the default Service Levels.

| Priority Level | Response Time (in your fault restoration hours) | Restoration Time (in your fault restoration hours) | Status Reports (in your fault restoration hours) |
|--|---|--|--|
| Priority 1 – Your service is down at a major site (or multiple sites) causing critical impact to business operations if the service is not restored quickly | 15 minutes | Restored (or work around) in 12 hours (except any CPE replacement which is next Business Day and dependent upon geographic location of your sites) | Every hour |
| Priority 2 – Your service is down at a minor site, or customer service is severely degraded impacting significant aspects of business operations | 30 minutes | Restored (or work around) in 12 hours (except any CPE replacement which is next Business Day and dependent upon geographic location of your sites) | Every 3 hours |
| Priority 3 – Your service is degraded and noticeably impaired, but most business operations continue | 30 minutes | Restored (or work around) in 24 hours | Every 8 hours |

| | | | |
|---|---------|-------------------------------------|----------------|
| Priority 4 – You need information or assistance on the service | 2 hours | Actioned / responded to in 72 hours | Every 24 hours |
|---|---------|-------------------------------------|----------------|

Service Level exceptions

- (a) We are not responsible for a failure to meet a Service Level where:
- (i) the fault or Incident is caused by you or as a result of your breach of an obligation under your Agreement with us;
 - (ii) where the failure to meet a Service Level is due to:
 - any acts or omissions of you (or your Personnel), including any failure or delays to provide assistance or access to the Sites where required by us for the purpose of us achieving the Service Level;
 - a Force Majeure Event;
 - any Scheduled Downtime;
 - (iii) you fail to follow our reasonable directions;
 - (iv) you do not provide us with full and accurate information detailing any requests or relating to any incidents that you report to us;
 - (v) the fault or Incident is caused by:
 - your negligence or the negligence of any person accessing the Service;
 - your wilful damage to the SD-WAN CPE or other components of the Service;
 - services provided to you by a third party (excluding our third party suppliers supplying services under our Agreement with you), including third party carriage services;
 - relocation, modification, alteration or repair of the SD-WAN CPE not in accordance with clauses 6.11 and 6.12;
 - faults as a result of your software being incompatible with a product, service or feature; or
 - faults with your equipment (including CPE) that have not been caused by us including faults relating to installation where you installed the SD-WAN CPE.
- (b) The Service Levels do not apply to any Services performed during a Disaster Recovery Event.

Scheduled outages

- (c) There may be outages to your Service for us to perform scheduled maintenance, upgrades or repairs. We do not take scheduled outages into account in calculating service availability levels.
- (d) We aim (but do not guarantee) to tell you about scheduled outages to your Service at least five business days beforehand. We can do this by posting information on our website or by notifying the person you have nominated as your technical contact.
- (e) We aim (but do not guarantee) to make sure scheduled outages to your Service are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.

5.2 Service Level rebates



Do Service Level Rebates apply?

- (a) Service Level rebates do not apply for this Service

5.3 Help desk



How can you get support?

Support for your Service

- (a) The Service includes a Service Desk which will act as the single point of contact for the Support and Monitoring Services.
- (b) Unless otherwise stated, the Service Desk will be available and we will perform all support and other work as part of your Service on Business Days and during Business Hours (**Support Hours**).
- (c) When reporting an Incident or requesting a MAC to the Service Desk, you must provide all the information we reasonably require (including completing any MAC forms). Otherwise, we may not be able to resolve the Incident or complete the service request.
- (d) If we are unable to satisfy a MAC or resolve the Incident, you consent to us contacting and liaising with any relevant third party suppliers (including our Partner) to complete the MAC or resolve the Incident on your behalf. You are responsible for ensuring we have the necessary authorisation and permissions to contact, discuss and resolve MACs and Incidents with relevant third parties on your behalf including, for example, adding us as an authorised contact on your account.
- (e) If you require support outside the Support Hours, you can request this as an Additional Service. If available, the scope of the non-standard support hours and any additional fees will be agreed under a SOW.

Incident management

- (f) You must report all Incidents to the Service Desk.
- (g) We aim to address Incidents based on their priority ranking.

5.4 Support scope



What support will I receive?

- (a) We will provide support services outlined in the table below via our Service Desk:

| Tier Level | Support provided |
|------------|--|
| Level 1 | <ul style="list-style-type: none"> General product information (pre-sales and post sales), hardware and software configuration Base problem determination and collection of relevant technical information Filtering non-technical problems from technical problems Resolving obvious hardware problems and known problems Providing basic internetworking troubleshooting expertise Providing basic support on the standard software protocols and features Collecting and capturing network traces and diagnosis data from customer network |

| | |
|----------------|---|
| | <ul style="list-style-type: none"> • Providing regular problem resolution status reports to the end user and maintaining knowledge of the end user's network |
| Level 2 | <ul style="list-style-type: none"> • Identifying of the majority of complex configuration problems by troubleshooting and simulation • Identifying of most hardware and software problems • Defining of a customer facing action plan for troubleshooting/ resolution to be provided to end customer • Use of external analysing tools when appropriate • Analysing traces and diagnostics data when appropriate • Generating workarounds for hardware and software bugs and troubleshooting bugs that were not diagnosed or resolved during First Level Support • Providing contact with complete steps to reproduce a problem in event of escalation to Third Level Support |
| Level 3 | <ul style="list-style-type: none"> • Determining Service specification defects • Providing advanced support on all supported Service software protocols and features • Resolving unknown problems such as problems reported to Service third party suppliers or vendors for the first time • Resolving problems associated with an identified bug that is not yet published on Service third party suppliers or vendors website • Generating workarounds for hardware and software bugs and troubleshooting bugs that require a specialised expertise level beyond Level 1 and Level 2 support • Reproducing issues with complex lab simulations • Providing or interfacing with Service product and/or software development engineering support for resolution of Service product defects • Identifying interoperability issues that may be caused by 3rd party software/ hardware • Performing Service security policy changes, tuning, customizations etc • Investigating and resolve security solution related faults |
| Level 4 (b) | <ul style="list-style-type: none"> • Escalation to supporting third party suppliers or vendors who supply all or part of the Service inclusions |



What monitoring is included?

- (c) Your Service includes the following monitoring activities:
- (i) remote monitoring of your SD-WAN CPE supplied by us;
 - (ii) provision of performance metrics;
 - (iii) automatic raising of Incident via our service management tools when remote monitoring detects that an SD-WAN CPE has failed, lost power or is not connected; and
 - (iv) proactive alarming and fixing of detected SD-WAN CPE faults.
- (d) Your Service does not include monitoring or support of any third party carriage or third party services which are connected to your SD-WAN network or services. We do not contact third carriage service providers on your behalf. We will be relieved from providing any of our obligations in relation to your Service to the extent that they are impacted by your separate third party carriage or third party service.



What reports will I get?

- (e) Depending upon the Partner service arrangement and your requirements, you may have read-only access to a range of default online dashboards and download dynamic and static reports either from the Partner or SD-WAN/ Cloud Security portals.
- (f) You may, on request, receive a monthly activity report which provides information on closed incidents, system closed alarms, closed planned interruptions and completed minor service changes.
- (g) You may request additional reporting service as an Additional Service. If available, the scope of these services and any additional fees will be agreed under a SOW.



How do I get amove, add or change for my Service?

- (h) You can request adds, moves and changes (MACS) to Service via the Service Desk.
- (i) On receipt of your request, we will assess and notify you whether the MAC is classified as Basic, Minor or Major MAC. The following table sets out the details of the MACs however, is for illustrative purpose only and subject to change:

| Category | Changes | Process | Charge |
|-----------|--|---|--|
| Basic MAC | URL filters, Security certificate updates, SD-WAN custom business policies (adding applications) | Self-service or contact the relevant Partner Usually completed within 24 hours | Not applicable. |
| Minor MAC | SD-WAN: IP routing, IP Addressing, DHCP, NAT Security: Content Filtering, Simple Firewall/IDS Policy, Access Lists Other: Customer details | Contact the relevant Partner | <ul style="list-style-type: none"> • Execution of all SD-WAN related changes are at no cost. • Execution of 2 security changes per month are at no cost. Any additional security changes are chargeable directly by us. • If scoping and designing work is required to define impact and execute the SD-WAN related changes and security changes, the scope and additional fees will be agreed under a SOW. |
| Major MAC | Firewall policy change involving 5 different rules and 5 different objects in each rule, Redesigns, Service cancellations | Contact the relevant Partner | If a Major MAC can be performed, the requirements and additional fees will be agreed under a SOW. |

- (j) We will complete MACs in the order in which they are received.
- (k) We will not provide any review for Basic MACs and do not accept any liability for issues that occur due to the Basic MACs. If there are any issues caused by you or a Partner making a Basic MAC, we can assist with

restoring the service however, it will be considered as a Major MAC and will be charged accordingly.

- (l) If we provide you with capability to read or execute any MACS via self-service, and there are any issues caused by you as a result because you did not follow our product documentation, we can assist with restoring the service however, it will be considered a major MAC and will be charged accordingly.

6 Definitions

6.1 Dictionary of defined terms



What do capitalised words mean?

- (a) In these Service Terms, capitalised words have the meaning given to them in the General Terms and as specified in the below table:

| The term: | means |
|-------------------------|---|
| Acceptable Usage Policy | means our Acceptable Usage Policy as updated from time to time, found at https://www.telstraglobal.com/legal/acceptable-use-policy or such other website as notified to you |
| Act | means the Telecommunications Act 1997 (Cth) |
| active connection | means a link that is actively transmitting data and could be more than one, primary connection (the service that carries the main data traffic) |
| Business Hours | means 8.30am to 5.30pm AEST (including AEDT) |
| CPE | means the customer premises equipment that we will provide you with as part of the Service in accordance with the Service Terms |
| Incident | means any faults or events which result in loss or disruption to your Service |
| Minimum Service Period | Means: <ul style="list-style-type: none"> • 36 months, where one or more sites are on Extra Small; or • 24 or 36 months, as specified in the Order Request (and, where no period is specified in the Order Request, 24 months). |
| Mobile Broadband Plan | means a Telstra mobile broadband plan that will be included as part of your Service to be used for the Back-up Connection and activation purposes only in accordance with the Service Terms |
| Response | means the period commencing when a valid service fault report is received by us and ending when we tell you that work has commenced to identify the cause of the fault |
| Restore | means the period commencing when a valid service fault report is received by us and we have entered all the required |

6.1 Dictionary of defined terms

| | |
|--------------|--|
| | information from you in our systems and a fault number is generated and ending when the Service is restored |
| Service | in this Service Terms document means SD-WAN Adapt S1 |
| Service Desk | means the service desk for all Incident reporting and MAC or other included service requests in respect of the Service, the details of which we will notify to you |
| Start Date | means the date on which we notify you that the Service is ready for use |
| Term | means the Minimum Service Period and any renewal periods in accordance with clause 2.3(b) |