

ATTACHMENT 2 – AMAZON WEB SERVICES (AWS) SERVICES FROM TELSTRA

This Attachment sets out service details, along with service specific terms and conditions, for the Amazon Web Services (AWS) Services from Telstra.

1 ELIGIBILITY AND ACKNOWLEDGEMENTS

Eligibility

- 1.1 To receive and use the Amazon Web Services (AWS) Services from Telstra (**AWS Services**):
- (a) you must sign the Service Order Form; and
 - (b) you must not be a Public Sector Customer, and will notify us if you become aware you are a Public Sector Customer after entering into this Agreement.
- 1.2 You acknowledge and agree that:
- (a) subject to clause 1.2(b), we may amend the terms of this Agreement from time-to-time by publication of the varied terms at www.telstra.com/awsterms (or as made available by us on any successor or related site);
 - (b) if we reasonably consider a change to the terms of this Agreement will cause detriment to you, we can make the change by first giving you notice of the change. You can cancel the AWS Service within 30 days of our notice if you do not accept the changes by giving us 30 days' notice of cancellation, in which case:
 - (i) you will only incur usage fees and charges for the AWS Services up to the cancellation date; and
 - (ii) if you have been billed in whole or part in advance for a Reserved Instance AWS Service, within 30 days from the cancellation date, you can request us to engage with AWS or another reseller to transition your Reserved Instance AWS Service for the remainder of the minimum term; and
 - (c) subject to clause 1.2(b), by continuing to use the AWS Services, you agree to the amended terms. If you do not agree, you can cancel your AWS Service under clause 5.1.

No separate agreement with AWS

- 1.3 You acknowledge and agree that:
- (a) this Agreement and inclusion by reference of any document (including for example, AWS policies, terms or service descriptions), does not create an agreement between you and AWS;
 - (b) contractual commitments or obligations between AWS and us regarding our resale or provision of AWS Services do not apply as between you and AWS and AWS (including its licensors) has no liability or obligations to you (or your End Users) with respect to the AWS Services you receive, use or access under this Agreement; and
 - (c) you will not pursue AWS (or its licensors) for any Losses arising out of, or in connection with, the AWS Services you (or your End Users) receive, use or access under this Agreement.
- 1.4 You indemnify us, AWS and our licensors (including our respective employees, officers, directors and representatives) against any Losses arising from, or connected to, any claim made or attempted to be made by you (or any of your End Users) against AWS (including its licensors) for AWS Services you receive, use or access under this Agreement.

Service Levels

- 1.5 The service levels for the AWS Services (excluding AWS Direct Services), if any, are set out in the relevant Service Level Agreement. We will comply with any relevant service level, and provide you with any corresponding service credits, in accordance with the terms set out in the relevant Service Level Agreement.

We do not provide support or service levels for AWS Direct Services; you must contact AWS directly if you have an issue with your AWS Direct Services.

Jurisdiction

- 1.6 You may use the AWS Services in any of the AWS Regions.

Changes to AWS Services

- 1.7 You agree that we may:
- (a) change or discontinue any of the AWS Services (in whole or in part) if our third party service provider changes or discontinues them;
 - (b) discontinue one or more of the AWS Services (in whole or in part, including individual features if relevant) at any time if our third party supplier ceases to provide them to us; and
 - (c) change, discontinue or add to the service levels that apply to any AWS Service.
- 1.8 We will endeavour to give you as much notice as possible of any changes or withdrawal.

2 YOUR COMMITMENT TO US

- 2.1 You:
- (a) are responsible for all activities that occur under your accounts, regardless of whether the activities are authorised by you or are undertaken by you, your employees or a third party (including contractors, agents and end users (and we are not responsible for unauthorised access to your accounts except where due to our breach of this Agreement));
 - (b) must ensure that Your Content, Your Submissions or your (and your End Users') use of Your Content, Your Submissions or the AWS Services does not violate any of the Policies or any applicable law;
 - (c) are solely responsible for the development, content, operation, maintenance and use of Your Content and Your Submissions;
 - (d) are responsible for properly configuring and using the AWS Services in a manner that will provide appropriate security and protection of your accounts, and for providing appropriate security, protection, and backup of Your Content, which may include use of encryption technology to protect Your Content from unauthorised access, and routine archiving of Your Content;
 - (e) must not sell, transfer or sublicense log in credentials or private keys generated by the AWS Services to any other entity or person (because they are for your own internal use only) except that you may disclose your private key to your agents and subcontractors (including any related bodies corporate who are acting as an agent or subcontractor) performing work on your behalf;
 - (f) are responsible for your End Users' use of Your Content and the AWS Services;
 - (g) must immediately suspend access to Your Content and the AWS Services by any End User, person or entity whom you become aware has breached its obligations under this Agreement;
 - (h) must ensure that all equipment connected to the AWS Services by you, or on your behalf, is technically compatible with the relevant AWS Service(s) and that your Premises and the

equipment complies with and is used in accordance with all reasonable procedures notified by us from time to time and any applicable legislation;

- (i) are solely responsible for selecting, supplying and maintaining your own facilities and equipment;
- (j) are solely responsible for the content and security of any data or information which you send or receive using the AWS Services; and
- (k) are solely responsible for any use of the AWS Services, or any Facility connected to the AWS Services on your Premises, by you or any third party whether authorised or not.

3 LICENCES AND YOUR CONTENT

Licences

- 3.1 As between you and us, you own all right title and interest in and to Your Content. Except as provided in this Agreement, we and our third party provider obtain no rights to Your Content.
- 3.2 Your Submissions will be governed by the terms of the Apache License, Version 2.0, unless you request and we consent in writing to another licence.
- 3.3 Unless you request otherwise in writing, we and our third party provider may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations marketing materials, customer lists, financial reports and website listings (including links to your website) for the purpose of advertising or publicising your use of the AWS Services and Your Submissions.
- 3.4 As between you and us, we or our licensors own all right, title and interest in and to the AWS Services, and all related technology and Intellectual Property Rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sub licensable, non-transferable licence during the term of this Agreement to:
 - (a) access and use the AWS Services solely in accordance with this Agreement; and
 - (b) copy and use the AWS Content solely in connection with your permitted use of the AWS Services.
- 3.5 Except as expressly set out in this Agreement, you obtain no rights to the AWS Services, including any related Intellectual Property Rights. Some AWS Content may be provided under a separate licence, such as the Apache License, Version 2.0, which will be identified to you in the notice file or on the download page, in which case that licence will govern your use of that AWS Content.
- 3.6 You must not (and you must ensure that each of your End Users) do not use the AWS Services in any manner or for any purpose other than as expressly permitted by this Agreement. You must not (and you must ensure that each of your End Users) do not, or attempt to:
 - (a) modify, alter, tamper with, repair or otherwise create derivative works of any Content included in the AWS Services (except to the extent Content included in the AWS Services are provided under a separate license that expressly permits the creation of derivative works);
 - (b) reverse engineer, disassemble or decompile the AWS Services or apply any other process or procedure to derive the source code of any software included in the AWS Services;
 - (c) access or use the AWS Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; or
 - (d) resell or sublicense the AWS Services.
- 3.7 You must not assert, nor will you authorise, assist or encourage any third party to assert, any intellectual property infringement claim regarding any AWS Services you have used.

- 3.8 You must not use any of our or our third party suppliers' trade marks without permission. You must not imply any relationship or affiliation between you, our third party supplier, and us, except with prior written permission.
- 3.9 If you choose to provide any Suggestions to us or our third party suppliers, we and our third party suppliers will be allowed to use them without restriction, and you irrevocably assign all right, title and interest in and to the Suggestions.

Your Content

- 3.10 Subject to clause 3.12, we and our subcontractors (including AWS) will not, except as necessary to comply with the law or valid and legal binding order of a governmental or regulatory body:
- (a) disclose Your Content to any government or third party;
 - (b) move Your Content from the AWS Region selected by you; and
 - (c) access Your Content other than as necessary to maintain the AWS Services or provide the AWS Services to you and your End Users.
- 3.11 Unless prohibited by a court order or other legal requirement, we will give you reasonable notice of any such legal requirement or order referred to in the clause above.
- 3.12 Despite clause 3.10, if we are advised that any of Your Content violates the Policies, you must provide all reasonable assistance to us in relation to removing that Content, failing which we or AWS may remove or disable access to Your Content that violates the Policies.

4 PAYMENT AND INVOICES

- 4.1 The charges for the AWS Services will ordinarily be billed monthly in arrears with the exception of the Reserved Instance AWS Service which will be billed in whole or in part monthly in advance.

5 SUSPENSION OR CANCELLATION OF SERVICES

- 5.1 You may cancel any of your AWS Services at any time in accordance with clause 6.2A of this Attachment.
- 5.2 We may limit, suspend or cancel the provision of an AWS Service at any time without notice to you:
- (a) in the event of an emergency or to provide resources to emergency and other essential services;
 - (b) if the supply of the AWS Service is or is to become unlawful or is necessary to comply with requests of government entities; or
 - (c) if your or one or more of your End Users' use of the AWS Service:
 - (i) poses a security risk to the AWS Services or any third party;
 - (ii) risks adversely impacting our third party supplier's systems, the AWS Services or the systems or Content of any other customer;
 - (iii) risks subjecting us or our third party supplier to liability; or
 - (iv) breaches the Policies or clause 3 (Licences and Your Content) of this Attachment .
- 5.3 Notwithstanding any term of the Agreement Terms, we may limit, suspend or cancel the provision of an AWS Service at any time by notice to you:
- (a) if you do not pay any amounts due for that AWS Service on time;
 - (b) if a Regulatory Authority issues or we reasonably anticipate that a Regulatory Authority may issue a notice or directive that impacts the supply of an AWS Service;

- (c) if your use of an AWS Service interferes (or threatens to interfere) with the efficiency of our network and you fail to rectify the situation; or
- (d) you become bankrupt or insolvent (or appear likely to do so) or an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 3 business days of our request that they do so.

5.4 Where provision of an AWS Service has been suspended or cancelled under clause 5.3(a), we may require you to pay a re-connection charge when the AWS Service is re-connected.

5.5 You remain liable for all fees and charges you incur during the period of suspension, but you are not entitled to any service credits for the period of the suspension.

6 TERM AND TERMINATION

6.1 This Agreement, as it relates to the AWS Service, begins on the date we accept your Service Order Form, and continues until it is terminated or all the AWS Services have expired or been terminated.

6.2 With the exception of the Reserved Instance AWS Service, the AWS Services are available on monthly casual plans only and there is no minimum term. The Reserved Instance AWS Service has a minimum term of either 12 months or 36 months, depending on the plan you select.

6.2A You may terminate your AWS Service on 30 days' notice by giving written notice to us.

6.3 We may:

(a) immediately terminate your AWS Services if:

- (i) AWS terminates or cancels our right to resell the AWS Services (whether in whole or in part, and whether to some or all customers), in which case we will, if possible, give you reasonable notice;
- (ii) you violate an applicable law or it is necessary for us to comply with applicable laws or requests of government entities; or
- (iii) your use of the AWS Services exposes or threatens to expose us or AWS to any material liability;

(b) withdraw from the market one or more of the AWS Services (in whole or in part, including individual features if relevant) by giving you prior reasonable notice and either: (i) transfer you to an alternative service; or (ii) cancel your AWS Service; or

(c) terminate your AWS Service for convenience by giving you no less than 90 days' prior written notice.

6.4 If this Agreement, as it relates to the AWS Services, expires or is terminated for any reason other than for our material breach, in relation to any Reserved Instance AWS Service, you must pay us an amount equal to the charges that would have been payable for the full term of your Reserved Instance AWS Service (had that service not expired or been terminated) unless your Service is transitioned within 30 days of termination under clause 6.6(a).

6.5 If the Agreement, or the Agreement as it relates to the AWS Services, expires or terminates for any reason, then without limiting clause 9.2 of the Agreement Terms, clause 1.3-clause 1.4 (No separate agreement with AWS), clauses 2 (Your commitment to us), 3 (Licences and Your Content), 6.4-6.7 (Termination), 7 (Privacy), 8 (Indemnity), 9 (Warranties) and 10 (Limitation of Liability) of this Attachment continue in full force and effect.

6.6 During the 30 days following the termination of the Agreement, as it relates to the AWS Services or otherwise, if requested by you in writing, we will:

- (a) engage with our third party supplier to transition your AWS Services to our third party supplier or another reseller of our third party supplier and you consent to us providing your information (including your contact information) to AWS for this purpose; and
- (b) not take action to remove any of Your Content as a result of the termination, and will allow you to retrieve any remaining customer content from the AWS Service during the 30 days following the termination of the Agreement if permitted by our third party supplier and provided:
 - (i) such action is not prohibited by law or the order of a governmental or regulatory body or it could subject us or our third party supplier to liability; or
 - (ii) you have paid all amounts due under this Agreement.

6.7 You must pay us for, and the terms of this Agreement will continue to apply to, any use of the AWS Services after the termination date.

7 PRIVACY

- 7.1 In addition to clauses 10.3 and 10.4 of the Agreement Terms, you agree and will ensure that any of your related bodies corporate which receive services connected with this Agreement and your representatives are aware that:
- (a) we may use and disclose information about you and each of them to AWS who may then collect, process, use and disclose information about you and each of them in accordance with AWS' Privacy statement and Privacy Notice (as amended by AWS from time to time), which is available at . https://aws.amazon.com/privacy/?nc1=f_pr;
 - (b) if your use of your AWS Services includes one or more third-party solutions, we and AWS may disclose to the applicable third party solution provider information about you and each of them which is associated with the use of the third-party solution; and
 - (c) information about you and each of them that you and each of them disclosed directly to AWS is separate to any information about you and each of them that you disclose to us under or in connection with this Agreement and we are not liable to you or any of them in respect of any such disclosure.

8 INDEMNITY

- 8.1 You indemnify us, and our third party service provider (including our respective employees, officers, directors and representatives), against any Losses arising out of a third party claim (including a claim by our third party provider against us) arising from or in connection with:
- (a) your (or any of your End Users') use of the AWS Services in a manner not authorised by this Agreement;
 - (b) any breach of clause 7 (Privacy), clauses 11.2 and 11.3 (Export Control Restrictions) and clause 11.4 (Anti-Bribery);
 - (c) violation of applicable law by you, your End Users or Your Content or Your Submissions; and
 - (d) alleged infringement or misappropriation of any third party rights by Your Content or Your Submissions, or by the use, development, design, production, advertising or marketing of Your Content or Your Submissions.

9 WARRANTIES

- 9.1 We warrant that the AWS Services will perform substantially in accordance with the Documentation.
- 9.2 Subject to clauses 9.1 and 10.4 of this Attachment, the AWS Services are provided 'as is' and to the extent permitted by law we and our licensors (including their affiliates and licensors) make no other representations or warranties of any kind, whether express, implied, statutory or otherwise, regarding the

AWS Service or the Third Party Content, and disclaim all other warranties, including any implied or express warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, arising out of any course of dealing or usage of trade, that the AWS Service or Third Party Content will be uninterrupted, error free, or free of harmful components and that any content, including your Content or Third Party Content will be secure or not otherwise lost or damaged.

10 LIMITATION OF LIABILITY

- 10.1 Except for your payment obligations and indemnification under clause 8 of this Attachment, or damages for gross negligence or wilful misconduct, neither party nor any of their affiliates or licensors will be liable to the other party under any claim for:
- (a) loss of profits, revenues, customers, opportunities or goodwill;
 - (b) unavailability of any or all of the AWS Services (other than to the extent we are liable to pay service credits to you for that unavailability under an applicable Service Level Agreement, in which case our liability is limited to the amount of that service credit);
 - (c) cost of procurement of substitute goods or substitute services;
 - (d) unauthorised access to Your Content, or any compromise, alteration or loss of Your Content;
 - (e) cost of replacement or restoration of any lost or altered Your Content; or
 - (f) any indirect, incidental, special, consequential or exemplary damages.
- 10.2 Except for your payment obligations and indemnification under clause 8 and in addition to clause 10.1, neither party nor any of their affiliates or licensors will be liable to the other party under any claim for:
- (a) the value of Your Content; or
 - (b) investments, expenditures or commitments by you related to use of or access to the AWS Services.
- 10.3 Except for your payment obligations under this Agreement and indemnification arising under clause 8, the aggregate liability under this Agreement of either party and any of their respective affiliates or licensors will not exceed the amount paid by you to us under this Agreement for the AWS Service that gave rise to the liability during the 12 months before the liability arose.
- 10.4 The exclusions and limitations in this clause 10 and other parts of this Attachment apply to the greatest extent permitted by law and apply to all liability in connection with this Attachment (whether in contract, tort (including negligence), statute or otherwise).

11 GENERAL

Amendments

- 11.1 This Agreement may only be varied in accordance with clause 1.2 above or by written agreement between the parties.

Export control restrictions

- 11.2 You must comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to United States company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the United States Office of Foreign Assets Control. You are responsible for compliance with applicable laws related to the manner in which you or your End Users choose to use the AWS Services, including any transfer and processing of Your Content, the provision of Your Content to End Users and third parties, and specifying the region in which any of those occur.

- 11.3 You represent that you and the entities that own or control you and the financial institutions used to pay us under this Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

Anti-Bribery

- 11.4 You acknowledge that AWS' Code of Business Conduct and Ethics (available at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct>) (the **Code**) prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. You will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performance of this Agreement. We may immediately terminate or suspend performance (in whole or in part) under this Agreement if you breaches this clause 11.4.

No Set-Off

- 11.5 You may not exercise any right to set-off or withhold any amount payable to us under this Agreement, unless expressly permitted under this Agreement.

Assignment and Agency

- 11.6 You must not assign your rights or novate your obligations under this Agreement without the other party's prior written consent, which must not be unreasonably withheld.
- 11.7 You may appoint a third party to act on your behalf in relation to this Agreement with our prior written consent, which will not be unreasonably withheld. We may withdraw our consent on reasonable grounds relating to the conduct of the third party.

12 DEFINITIONS

- 12.1 In this Agreement, unless otherwise stated:

Acceptable Use Policy means the Amazon Web Services Acceptable User Policy, currently available at <http://aws.amazon.com/aup/>, as it may be updated by AWS from time to time, and as may be made available on any successor or related site designated by AWS.

AWS means Amazon Web Services, Inc and any of its affiliates.

AWS Content means Content that we or our third party suppliers make available in connection with the AWS Services, or on any other site to allow access to and use of the AWS Services, including APIs, WSDLs, Documentation, sample code, software libraries, command line tools, proofs of concept, templates, and other related technology (including any of the foregoing that are provided by any of our respective personnel). AWS Content does not include the AWS Services or Third Party Content.

AWS Services means each of the AWS services you access, receive and use through us under the terms of this Attachment.

Content means software (including machine images), data, text, audio, video, images or other content.

Documentation means developer guides, getting started guides, user guides, quick reference guides and other technical and operations manuals and specifications for the AWS Services, located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS) as such documentation may be updated from time to time.

End User means any individual or entity that directly or indirectly through another user (a) accesses or uses Your Content or (b) otherwise accesses or uses the AWS Services under your account. The Term End User does not include individuals or entities when they are accessing or using the AWS Services or any Content under their own account, rather than your account.

Facility includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

Intellectual Property Rights means all current and future registered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, know-how and confidential information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967, excluding patents.

Losses means any claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees).

Policies means any policies of our third party service provider, including its Acceptable Use Policy, Privacy Policy, Terms of Use, Service Terms, Trademark Use Guidelines available at <http://aws.amazon.com/> as amended from time to time, and any other policy or terms as advised by us or by AWS directly to you from time to time.

Premises means any land, building, structure, vehicle or vessel which is owned, leased or occupied by you containing a Facility or a Service, or to which a Service is supplied.

Public Sector Customer means a customer of AWS Services that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by):

- (a) any level of any government in Australia or any other country's government at any level;
- (b) any quasi-governmental entity (such as the World Bank);
- (c) any international governing/regulatory body (such as an EU institution);
- (d) any publicly funded institution (such as a college, university, or hospitals); or
- (e) any higher-tier prime contractor, consultant, or other Entity working in support of the foregoing.

Regions means the country and city locations in which the AWS infrastructure and AWS Services are made available by AWS. The current country and city locations for each of their Regions is available at <http://aws.amazon.com/about-aws/global-infrastructure/>, as may be amended by AWS from time to time.

Regulatory Authority means any government body with jurisdiction to regulate the AWS Services.

Reserved Instance AWS Service means the AWS Service that provides capacity reservation in advance for a fixed term, currently available for 1 or 3 years.

Service Level Agreement means all service level agreements that AWS offers with respect to the AWS Services and posts on the AWS site, as they may be updated by AWS from time to time. The service level agreements that AWS currently offers with respect to the AWS Services are located at: <http://aws.amazon.com/ec2-sla/>, <http://aws.amazon.com/s3-sla/>, <http://aws.amazon.com/cloudfront/sla/>, <http://aws.amazon.com/route53/sla/> and <http://aws.amazon.com/rda/sla/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

Service Terms means the rights and restrictions for particular AWS Services located at <http://aws.amazon.com/serviceterms/>, as they may be updated by AWS from time to time, and as may be made available on any successor or related site designated by AWS.

Suggestions means all suggested improvements to the AWS Services that you provide to us or our third party service provider.

Third Party Content means Content of a third party made available on the AWS Services or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS site, or any other part of the AWS site that allows third parties to make available software, products or data.

Your Content means Content that you or any End User (a) runs on the AWS Services (b) causes to interface with the AWS Services or (c) uploads to the AWS Services under your account or otherwise transfers, processes, uses or stores in connection with your account.

Your Submissions means Content that you post or otherwise submit to developer forums, sample code repositories, public data repositories, community-focused areas of the AWS site, or any other part of the AWS site that allows third parties to make available software, products or data.