



GLOBAL BUSINESS SERVICES AGREEMENT

AGREEMENT TERMS

1 THIS AGREEMENT

1.1 This Agreement consists of:

- (a) each Service Order Form;
- (b) the Service Schedules; and
- (c) the terms and conditions set out in this document (the **Agreement Terms**).

1.2 If there is an inconsistency among the parts of this Agreement, the document listed earlier in clause 1.1 will prevail to the extent of the inconsistency.

2 TERM

AGREEMENT TERM

2.1 This Agreement commences on the Start Date and continues until it is terminated in accordance with this Agreement.

SERVICE TERM

2.2 The term for each Service commences on the Service Start Date and continues for the Initial Period, unless terminated or renewed in accordance with this Agreement (**Service Term**).

2.3 After the Initial Period, the Service Term for each Service will automatically extend on a month-to-month basis on the existing terms, unless either party notifies the other (at least 30 days before any automatic extension) that it does not wish the Initial Period to extend automatically.

3 OUR COMMITMENT TO YOU

3.1 We will:

- (a) provide the Services with reasonable care and skill;
- (b) provide the Services in accordance with the service levels, however given the nature of telecommunications systems we do not guarantee that they will be continuous or fault free;
- (c) ensure that all work we perform in connection with the Services is carried out by competent and suitably qualified personnel; and
- (d) meet with you regularly to discuss the Services and our performance under this Agreement.

4 SERVICE LEVELS

SERVICE LEVELS

4.1 The service levels (including any service level credits) applicable to a Service are set out in the applicable Service Schedule.

SERVICE LEVEL CREDITS

4.2 If we fail to meet a service level you may be entitled to a service level credit. To claim a service level credit, you must notify us of your claim within 60 days after the end of the month in which the Service failure occurred (or such other period as set out in the applicable Service Schedule), identifying the associated trouble ticket number for your claim.

- 4.3 If you do not make a claim in accordance with clause 4.2, you cannot make any claim against us in respect of the service failure.
- 4.4 Where the failure of the Service is due to an Exclusion Event we will not be liable for any failure to meet a service level (including the payment of any service level credits).

MAINTENANCE

- 4.5 From time to time, we may need to schedule maintenance in connection with the Service (**Planned Maintenance**).
- 4.6 Where feasible, we will schedule Planned Maintenance between 1am - 6am local time at the affected Service locations and give you at least 10 days' notice.
- 4.7 Where we conduct emergency maintenance, to your Services or associated networks or services, we will aim to give you at least 24 hours' notice (**Emergency Maintenance**).

5 YOUR COMMITMENT TO US

- 5.1 You:
- (a) must provide us with all reasonable assistance and access to your Premises, information, network, infrastructure, equipment and systems as required by us to provide the Services;
 - (b) must ensure that all equipment connected to the Services by you, or on your behalf, is technically compatible with the applicable Service and that your Premises and the equipment complies with, and is used, in accordance with all reasonable procedures notified by us and any applicable laws;
 - (c) must not alter, tamper, reverse engineer, repair or attempt to repair the Services or cause, or allow, anybody else to do any of these acts;
 - (d) must comply with our Acceptable Use Policy when using the Services;
 - (e) are solely responsible for selecting, supplying and maintaining your own facilities and equipment, except where expressly provided otherwise in a Service Schedule;
 - (f) are solely responsible for the content and security of any data or information which you send or receive using the Services, except where expressly provided otherwise in a Service Schedule;
 - (g) are solely responsible for any use of the Services, or any Facility connected to the Services on your Premises, by you or any End User; and
 - (h) must not resell or re-supply a Service to any third party without our consent (which we may give in our absolute discretion and subject to certain conditions).
- 5.2 If you receive equipment from us you will have no right, title or interest to it, nor use it for any purpose other than in conjunction with the Services as directed by us. While our equipment is in your care or on your Premises, you are responsible for any theft or damage and must keep the equipment free and clear of any lien or other encumbrance. You must ensure that you have the necessary approvals and consents for the equipment to be installed and maintained at your Premises, and provide a suitable physical environment for the correct operation of the equipment.

6 PAYMENT

- 6.1 You must pay us the charges set out in this Agreement for the Services.
- 6.2 The charges for the Services will consist of:
- (a) monthly recurring charges and non-recurring charges, which will ordinarily be billed in advance; and / or
 - (b) variable usage charges, which will ordinarily be billed monthly in arrears.

- 6.3 We will commence billing you for each Service on the Service Start Date, or as set out in the Order.
- 6.4 All charges are payable within 30 days of the date of invoice.
- 6.5 All charges for the Services and any other amounts due under this Agreement, are payable in the Specified Currency unless otherwise agreed in writing.
- 6.6 If you genuinely dispute an invoice, you:
- (a) must promptly notify us at GES-IEMEBilling_Team@team.telstra.com of the disputed amount (including details of the dispute), and provide us with any other information we reasonably request; and
 - (b) do not need to pay the disputed amount until the dispute is resolved provided you notify us before the due date, however you must pay all undisputed amounts by the due date.
- 6.7 If you do not pay any undisputed amount by the due date, we may charge you interest (calculated on a daily basis) on any unpaid amounts at a monthly rate of 1%.
- 6.8 You may only make a claim that the charges on an invoice for the Services are incorrect within 12 months of the invoice due date.

7 TAXES

- 7.1 You must pay all Taxes in respect of the Services. Unless expressly stated otherwise, the charges for the Services are exclusive of any Taxes.
- 7.2 If you are required to make a Tax Deduction by law, you must pay us an additional amount so that, after making any Tax Deduction, we are entitled to receive an amount equal to the payment which would have been due if no Tax Deduction had been required.

8 SUSPENSION OR CANCELLATION OF SERVICES

- 8.1 Subject to clause 9, you may cancel a Service at any time by giving us at least 30 days' notice.
- 8.2 We may limit, suspend or cancel a Service at any time without notice to you, if in our reasonable opinion:
- (a) the supply or use of a Service breaches or is likely to breach any applicable laws,;
 - (b) the provision of a Service is likely to cause death or personal injury or damage to property; or
 - (c) you breach our Acceptable Use Policy.
- 8.3 We may limit, suspend or cancel a Service at any time by giving you at least 14 days' notice, if:
- (a) you do not pay any undisputed amounts due for that Service by the due date; or
 - (b) an administrator, receiver, liquidator or provisional liquidator is appointed to you, or you resolve to enter into any settlement, moratorium or similar arrangement for the benefit of your creditors, or you are unable to pay your debts when they are due.
- 8.4 Where a Service has been suspended or cancelled under Section 8.3 or due to your breach under clauses 8.2, we may require you to pay a re-connection charge if the Service is re-connected.
- 8.5 If we decide to materially modify or exit a Service from the market, then we may migrate you to the modified service or an alternative service after giving you at least 3 months' notice, or cancel the Service after giving you at least 6 months' notice. If the service to which we propose you migrate is detrimental to you, you may cancel the Service effective upon the proposed date of migration without

the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice of migration.

9 TERMINATION

- 9.1 If a party commits a material breach of this Agreement (including non-payment of any amounts not disputed in accordance with clause 6.6 by the due date) and does not remedy the breach within 30 days of receiving a notice to do so, then the other party may terminate this Agreement.
- 9.2 If this Agreement is terminated or a Service is cancelled for any reason:
- (a) you must pay us all outstanding invoices by the relevant due date and within 30 days of request for payment, all other amounts outstanding as at the date of, or arising as a result of, expiry, termination or cancellation (including any Early Termination Charges);
 - (b) we may, after providing reasonable notice to you, enter the Premises and remove any equipment belonging to us which is connected with the affected Service. If we are unable to gain access to the Premises you will be required to pay us the value of the Equipment at the time of original delivery, net depreciation; and
 - (c) all rights a party has accrued before termination or cancellation continue.
- 9.3 To cancel a Service, you must submit a cancellation notice to Service.Termination@team.telstra.com (the **Cancellation Mailbox**). Such cancellation shall be deemed received on the first Business Day after its confirmed delivery to the Cancellation Mailbox.
- 9.4 If this Agreement terminates for any reason, clauses 5.2 (Your commitment to us), 9 (Termination), 10 (Confidentiality and Privacy), 11 (Limitation of liability), 12 (Third Party IP claims), 13 (Dispute Resolution), 14 (General), 15 (Definitions) and similar clauses included in a Services Schedule shall continue in full force and effect.
- 9.5 The Early Termination Charges are a genuine pre-estimate of the loss we are likely to suffer.

10 CONFIDENTIALITY AND PRIVACY

- 10.1 Each party must treat as confidential information:
- (a) the terms of this Agreement; and
 - (b) all information provided by the other party in relation to this Agreement, including our technical, operational, billing, pricing and commercial information in relation to the supply of Services.
- 10.2 A party must not disclose the other party's confidential information to any person except:
- (a) to its Group Companies, employees, Personnel, professional advisers and our Service Providers on a '*need to know*' basis provided those persons first agree to observe the confidentiality of the information;
 - (b) with the other party's prior written consent;
 - (c) if required by law, any Regulatory Authority or stock exchange; or
 - (d) if the confidential information is independently developed by the receiving party, is lawfully received by the receiving party free of any obligation to keep it confidential or it is in the public domain, other than by a breach of this clause.
- 10.3 You are responsible for providing a copy of our Privacy Statement to your Group Companies, End Users and Personnel to the extent required pursuant to applicable law or agreements with such parties
- 10.4 You acknowledge and agree that we may disclose your confidential information to our Personnel, which may also involve us disclosing, transferring, storing and making your confidential information accessible offshore.
- 10.5 Where you are subject to GDPR and / or any laws of any Member State in the European Union or the UK (following the exit by the UK from the European Union) supplementing or relating to GDPR from time to time and we act as a Processor of your Personal Data (as such terms are defined in

such laws), the terms and conditions set out in the Data Processing Agreement shall apply and are incorporated into this Agreement.

11 LIMITATION OF LIABILITY

- 11.1 If we do not meet a service level, we limit our liability to the applicable service level credits. Under no circumstance shall failure to meet such service level by itself be deemed a breach of the Agreement by us. We shall have no other liability for the performance or non-performance of the Services. In addition, for the avoidance of doubt, we are not liable for any loss, damage, liability, cost or expense arising out of your failure to adhere to our reasonable directions or instructions.
- 11.2 As far as the law permits, both parties exclude liability arising from loss of profits, revenue, business opportunities, likely savings, loss or damage to data and any indirect or consequential loss, costs or damages.
- 11.3 As far as the law permits and except as provided otherwise in section 11.4, each party's liability under this Agreement shall be limited to costs or expenses reasonably incurred by the other party as a direct result of, flowing naturally from, a breach of contract or negligence, but each party's total aggregate liability is limited to the total net amounts payable to us under this Agreement for the applicable Service during the 12 months preceding the event that first gave rise to such liability.
- 11.4 Clause 11.3 does not limit the parties' liability arising from breach of contract or negligence:
- (a) for any personal injury or death to the other party and its Personnel in relation to the Services; and
 - (b) for any damage to the other party's real or tangible property resulting from the Services, but such liability is limited to the party accepting liability's choice of repairing or replacing the property or paying the cost of repairing or replacing it.
- 11.5 Other than for the liability we accept under clauses 11.1 and 11.2, we exclude all other warranties, rights, remedies and liability to you or a third party for breach of contract, tort (including negligence) or breach of any other law. For any liability which cannot lawfully be excluded, but can be limited, our liability is limited to our choice of re-supplying or paying the cost of re-supplying services and repairing, replacing or paying the cost of repairing or replacing goods.
- 11.6 Notwithstanding anything else in this Agreement, our liability will be reduced to the extent the loss or damage is caused, or contributed to, by you, your Personnel, an End User or any third party, which is not a Service Provider.

12 THIRD PARTY IP CLAIMS

- 12.1 We indemnify you against any direct loss, damage, liability, costs or expenses incurred by you as a result of a claim by a third party against you that your use of the Services or any material provided by us under this Agreement infringes the Intellectual Property Rights of the third party, subject to you promptly notifying us of the claim, allowing us (at our option) to direct any defence and settlement of the claim, and providing us with all necessary assistance relating to the claim. This indemnity does not apply to the extent the claim arises out of any modification of any materials provided by us, relates to services or materials provided by a third party, which is not a Service Provider, in conjunction with the Services, or is caused, or contributed to, by you or your Personnel. Where any person makes a claim for Intellectual Property Right infringement in connection with the provision of Services or materials (including Facilities) by us, we may modify, replace, limit, suspend or cancel the Services or materials, if required, in response to the claim.

13 DISPUTE RESOLUTION

RESOLVING DISPUTES

- 13.1 The parties agree to use reasonable endeavours to resolve in good faith any disputes or claims concerning this Agreement. Each party must follow the procedures in this clause 13 before starting court proceedings (except for urgent injunctive or declaratory relief).
- 13.2 If a dispute or claim arises between the parties that cannot be resolved promptly between our contact person and your contact person, either party may notify the other party of a formal dispute. The

parties must each nominate a senior executive to meet within 7 days of the date of the notice (or another agreed period) to try to resolve the dispute.

14 GENERAL

ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the parties about the Services, and supersedes any previous agreement or representation relating to the Services.

GOVERNING LAW

14.2 This Agreement is governed by the law of England and Wales. Each party submits to the exclusive jurisdiction of the courts of London and the courts of appeal from them, provided that either party shall at all times have the right to commence proceedings in any other court of its choice of appropriate jurisdiction to obtain injunctive relief for protection of intellectual property rights.

INTERPRETATION

14.3 In this Agreement:

- (a) a reference to this Agreement includes all its parts described in clause 1.1, and includes any amendment to or replacement of them;
- (b) a reference to law includes any law in force which regulates the supply or use of the Services, and includes any applicable lawful determination, decision or direction of a government body, obligations under any telecommunications licence, any binding industry standard or industry code and any applicable international convention or agreement;
- (c) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to a party includes a reference to the party's executors, administrators, successors and assigns;
- (e) the singular includes the plural, and vice versa;
- (f) "includes", "including", "for example", "such as" and similar terms are not words of limitation; and
- (g) the headings are for reference only and shall not affect the interpretation of this Agreement..

NOTICES

14.4 Any notice regarding a breach or termination of this Agreement must be in writing and hand-delivered or sent by certified mail (return receipt requested), registered mail or express courier to the other party's contact person specified in the Applicable Order, in the case of the Customer and, in the case of Telstra to: Level 2 Blue Fin Building, 110 Southwark Street, London, SE1 0TA, United Kingdom, Attn: General Counsel.

14.5 Either party may change its notice details at any time by notifying the other party in accordance with this clause 14.5.

VARIATIONS

14.6 Any amendment, modification or supplement to this Agreement must be in writing and executed by duly authorised representatives of each party, except where expressly stated otherwise. .

ELECTRONIC SIGNATURES

14.7 The parties agree that an electronic signature shall have the same effect as a handwritten signature.

SEVERABILITY

14.8 If any clause (in whole or in part) is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

WAIVER OF RIGHTS

- 14.9 No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorised representative of the party waiving its right. Any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or any act, omission, or course of dealing between the parties, shall not constitute a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement.
- 14.10 A waiver of a right or remedy provided under this Agreement does not waive, nor shall it prevent or restrict any further exercise of that or any other subsequent right or remedy.

WARRANTIES

- 14.11 Each party warrants to the other that entering into and performing its obligations under this Agreement does not breach any of its contractual obligations to any other person.
- 14.12 You warrant that you have not relied on any representations or warranties by us, or any other person on our behalf, other than those specifically provided under clause 14.11 of this Agreement.

ASSIGNMENT AND AGENCY

- 14.13 A party must not assign its rights or novate its rights and obligations under this Agreement without the other party's prior written consent, which will not be unreasonably withheld without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed, provided that we may, without your written consent, assign any or all of our rights and novate our rights and obligations under this Agreement to another Group Company or to a third party acquiring substantially all of the assets associated with the performance of such obligations and may assign our receivables to our financing partner in circumstances where you do not pay any undisputed invoices on time in accordance with this Agreement. In the case of an assignment of receivable, we shall retain the right to take other actions as set out in this Agreement in relation to non-payment of undisputed invoices.
- 14.14 You may appoint a third party to act on your behalf in relation to this Agreement provided that we may refuse to deal with the third party if it is a competitor or on reasonable grounds relating to the conduct of the third party.

FORCE MAJEURE

- 14.15 If a party is unable to perform or is delayed in performing an obligation under this Agreement (other than an obligation to pay money) because of an event beyond that party's reasonable control (**Force Majeure Event**), that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event. If a Force Majeure Event occurs, the affected party must:
- (a)
 - (b) take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
 - (c) resume compliance as soon as practicable after the event no longer affects either party.
- 14.16 Provided a party has complied with its obligations under clause 14.15, if a Force Majeure Event occurs which has a material adverse effect on the Service, and continues for a period of 30 consecutive days, then either party may cancel the affected Service by giving the other party at least 7 days' notice.

THIRD PARTY RIGHTS

- 14.17 A person who is not a party to this Agreement has no rights under any applicable legislation to enforce any term or condition in this Agreement.

COUNTERPARTS

- 14.18 This Agreement may be signed in any number of counterparts, which when taken together constitute one document.

15 DEFINITIONS

15.1 In this Agreement (including the Service Schedules and Service Order Forms), unless otherwise stated:

Acceptable Use Policy means our Acceptable Usage Policy (AUP) as amended by us from time to time, which is currently available at www.telstra.com/acceptable-use-policy.

Applicable Order means the Order Form in which these Agreement Terms are incorporated by reference.

Available or **Availability** means the number of minutes in a month during which a Service is not Unavailable.

Business Day means any day other than a Saturday, Sunday or recognised public holiday in the jurisdiction where the relevant Service is provided.

Data Processing Agreement are the terms and conditions currently located at <https://www.telstra.co.uk/content/dam/shared-component-assets/tecom/international-service-schedules/americas/GDPR-Addendum.pdf>

Early Termination Charge means any early termination or downgrade charges for a Service set out or referred to in the Service Schedule or Service Order Form or, if none is specified, an amount equal to the charges which would have applied to each terminated Service for the then-current Service Term had the Services not been terminated, plus any de-installation or other non-recurring charges set forth in the Service Schedule or Service Order Form. The Early Termination Charges are a genuine pre-estimate of the loss we are likely to suffer in the context of the significant investment that we have made in order to provide the Service(s) to you. .

Effective Date means the date that Telstra accepts the Applicable Order.

Emergency Maintenance has the meaning set out in clause 4.7.

End User means anyone, including your Group Companies, who use or access any Service purchased by you under this Agreement with or without your express authorisation or permission, except that "End User" shall not include any unauthorised party who, in violation of law, accesses any Service without your knowledge due to our gross negligence or misconduct.

Exclusion Event means:

- (a) any faults or Unavailability caused or contributed to by the simultaneous failure of two or more international submarine cable systems not wholly owned or operated by us or a Service Provider for the relevant Service, where the fault or Unavailability would not have occurred if only one such cable system had failed;
- (b) any faults, Unavailability or failure not caused by us or our Service Providers, or which is caused or contributed to by (i) an act or omission of you, your Personnel or any third party, or (ii) your Site or a third party Site (including access to such Site and availability of cabling facilities at such Site), equipment or software;
- (c) Planned Maintenance or Emergency Maintenance; or
- (d) a Force Majeure Event.

Facility means any part of a telecommunications network, including any line, equipment, tower, mast, antenna, tunnel, hole, pit, pole or other structure used in connection with a telecommunications network.

GDPR means the EU General Data Protection Regulations 2016/679.

Group Company means:

- (a) in relation to us, Telstra Corporation Limited (ABN 33 051 775 556) and each of its affiliates, subsidiaries and related bodies corporate; and

- (b) in relation to you, your affiliates, subsidiaries, controlling company or companies under common control.

Initial Period means the minimum period for which you must acquire a Service, as set out or referred to in a Service Order Form or the applicable Service Schedule.

Intellectual Property Rights means all current and future rights in respect of copyright and all current and future registered rights in respect of 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.

Personnel means a party's officers, employees, agents, contractors and sub-contractors.

Planned Maintenance has the meaning set out in clause 4.5.

Premises or **Sites** 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.

Privacy Statement means our privacy statement as amended by us from time to time, which is currently available at <https://www.telstra.com.au/privacy>.

Provisioning Fault has the meaning set out in the specific Service Schedule.

Regulatory Authority means any government agency or authority with jurisdiction to regulate the Services.

Service means the service set out or referred to in a Service Order Form and the applicable Service Schedule.

Service Order Form means:

- (a) our service order form (in electronic or hard copy) that you submit to us and we accept to order a new Service or to vary, reconfigure, renew or cancel an existing Service; or
- (b) any statement of work agreed by you and us and executed by your authorised representative setting out the scope of any professional or consulting services that we provide to you under this Agreement.

Service Provider means a service provider who provides services to us in connection with the Services, excluding any service providers from whom Telstra or a Telstra Group Company acquires Services as an agent.

Service Schedule means a Schedule attached or added to this Agreement, provided that in the event that a Service is provided for which no applicable Service Schedule is attached or added to this Agreement, Service Schedule means applicable Service Schedule located at <https://www.telstra.co.uk/en/service-terms> (Service Terms), which shall be deemed incorporated herein by reference.

Service Start Date means:

- (a) if a Service Schedule specifies an acceptance test period, the date you accept or are deemed to accept the Service pursuant to that Service Schedule. You are deemed to accept the Service on the expiry of the test period unless you have notified us, and we have confirmed the existence, of a Provisioning Fault during the acceptance test period; or
- (b) if no acceptance test period is specified, the first day that the Service is installed and ready-for-use, as determined by us.

Service Term has the meaning set out in clause 2.2.

Specified Currency means Pound Sterling (GBP) or any other currency specified in a Service Order Form.

Tax Deduction means a deduction or withholding for or on account of Taxes from a payment.

Taxes means taxes, levies, imposts, duties, excise and charges, deductions or withholdings, however described, imposed by law or a government authority or agency, including any related interest, penalties, fines or other charges or expenses, but excluding income tax or capital gains tax.

Unavailable or **Unavailability** means an unplanned outage that results in the total disruption of a Service, such that the Service is unable to send and receive data. Unavailability commences when a trouble ticket has been logged by our service desk, and excludes any period during which an Exclusion Event applies.