

Service Schedule - Cloud Services

This Service Schedule (which includes each Attachment) sets out the service description for the Cloud Services.).

1

Service Description

- 1.1 The Cloud Services (further described in each Attachment to this Schedule) allow you to provision on-demand software, infrastructure and platforms “as a service”, using Telstra and its partners’ cloud computing products. To the extent there is any inconsistency between this Service Schedule and any Attachment then the applicable Attachment for the relevant Cloud Service takes precedence.

2

Eligibility

- 2.1 Before we can implement and provision any Cloud Services, you must make an application, which will be subject to a feasibility assessment.
- 2.2 If your application fails the feasibility assessment, we may reject your application or we may consult with you in relation to any changes that we think are required either to your application or to your network and environment in order for us to provide the Cloud Services. If your application is accepted, you are responsible for ensuring that your network and environment are suitable to support the Cloud Services, including any changes that are required.
- 2.3 If any changes are required to your network or environment, or the Cloud Services, this may result in us not meeting the service levels for the Cloud Services or you may incur additional costs. We will advise you of any revised service level targets or additional costs. We will not implement and provision your Cloud Services until we have received a signed amendment to your agreement.

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Ordering, Suspension and Cancellation of Cloud Services

- 3.1 The terms and conditions for ordering each Cloud Service are set out in the relevant Attachment to this Service Schedule.
- 3.2 Any order may be accepted or rejected by us in our discretion.
- 3.3 In addition to our rights under clauses 8.2 and 8.3 of the Agreement Terms, we may suspend or cancel your receipt of one or more of the products, services or features provided under this Service Schedule and you must continue to pay all charges relating to the relevant suspended products, services or features during the period of suspension if:
 - a) we reasonably believe that you are in breach of:
 - I. your obligations under this Service Schedule; or
 - II. any user guides provided by us in relation to the Cloud Services, unless we determine that you are able to rectify such breach to our satisfaction; orunless we determine that you are able to rectify such breach to our satisfaction; or
 - b) we become aware that you are not eligible to receive the Cloud Services for any reason, including where we become aware that your network or environment is no longer suitable to support the Cloud Services.

4

Charges

- 4.1 You must pay us the charges as set out or accessed by the Telstra Portal, or other location as notified to you.
- 4.2 Payment is required in US dollars, or other currency as agreed, directly to us.
- 4.3 We will commence billing for each Cloud Service from the date that we first activate it. We will use reasonable endeavours to notify you of the activation date via email, SMS or telephone.
- 4.4 Where pricing is based on usage, we round up usage in the billing period to the nearest whole unit (for example, 1.4GB is rounded up to 2GB).
- 4.5 Where pricing is based on a quantity of usage which you specify (for example, number of users or hours of use), and your actual usage exceeds this amount, we may charge you and you must pay us the amount calculated based on your actual usage. Certain Cloud Services may incur higher rates for excess usage.

5

Features and Service Terms

Security

- 5.1 To the extent commercially possible, we aim to protect our equipment and service platform against intrusions, viruses, trojan horses, worms, time bombs and other similar harmful software which may affect your service, as well as vulnerabilities which may expose our equipment and service platform to the risk of intrusion or attack. We do not, however, guarantee such protection.
- 5.2 You must maintain reasonable and appropriate measures related to security and integrity of the Customer Data – both at rest and in transit – including data maintenance, integrity, retention, security, and backup of the Customer Data. You can order additional security through the Telstra Portal.
- 5.3 You must take steps to prevent unauthorised access to your Cloud Service or other service and service platforms, for example, by not disclosing security credentials (such as user names and passwords) related to the Cloud Services (except as required by such service).
- 5.4 You are responsible for the use of the Cloud Services by your users.
- 5.5 Where you transfer any Customer Data using any Cloud Service, then you are solely responsible for compliance with any applicable laws, rules and regulations in any and all applicable regions or countries regarding the security, privacy, legality and/or safe handling of the Customer Data.

Ancillary Services

- 5.6 You may request that we provide you with professional services that are outside the scope of the Cloud Services and which may include, for example, customisation, design, management or data migration services. The service descriptions and the applicable terms and conditions for the professional services available for the professional services that are outside the Cloud Services will be provided to you upon request.
- 5.7 To request professional services outside the scope of the Cloud Services, you need to complete the relevant application form. If we agree to provide you with that professional service, we will charge you an additional charge. Should you require that we conduct that professional service outside of business hours, we will charge you the applicable after hours' rates.

Deployment, Migration and Setup Services

- 5.8 Where you receive deployment, migration or setup services in connection with the Cloud Services, we will conduct such deployment, migration or setup services during business hours (in the location of your Cloud Services product(s)). Should you require that we conduct such services outside of business hours (in the location of your Cloud Services product(s)), we will charge you the applicable after hours' rates.

Service Desk

- 5.9 In the event that you experience a fault with your service, you may contact our service desk. Our service desk staff will attempt to rectify the fault, but may require certain information from your authorised representative before the fault can be rectified. The service desk may not be able to assist if your authorised representative is unavailable.
- 5.10 Upon becoming aware of a fault with the Cloud Services you must report such fault to our service desk and give the details of the fault, and all other relevant information to enable us to investigate the fault. Faults with Cloud Services may be logged with our service desk at any time.

Telstra Portal

- 5.11 As part of your service, we may provide you with a user account enabling you to access the Telstra Portal so that you can review information about the Cloud Services and features.
- 5.12 You acknowledge that the accessibility and functionality of the Telstra Portal may be affected by your Internet connection, browser and/or the computer system you are using.

6 Your Obligations

- 6.1 You will comply (and ensure your end users comply) with:
- any user guides we provide to you and terms of use on the Telstra Portal;
 - this Agreement; and
 - all applicable laws, rules and regulations applicable to your use of the Cloud Services (including obtaining any required licences or registrations).
- 6.2 If you use the Cloud Services in a manner that is inconsistent with any user guides provided, you will be responsible for any loss that you suffer as a result and you may need to pay us an additional charge to fix any problems.

Limitations

- 6.3 We do not warrant that the Cloud Services will operate uninterrupted or error free. Cloud Services are not designed or intended for use in situations where failure or fault of the Cloud Services could lead to death or serious bodily injury of any person, or to physical or environmental damage, including without limitation aircraft navigation, air traffic control systems, other modes of human mass transportation, weapon systems, life support systems or nuclear or chemical facilities.

Software

- 6.4 Because of the nature of the Cloud Services, which may be made up of technology and services provided by third party suppliers, we may not have control over certain terms and conditions that the third party supplier requires you to click to accept or otherwise enter into

when you first use your service. If additional terms and conditions apply then these will be expressly described in the relevant Attachment.

- 6.5 If applicable and set out in an Attachment:
- a) we will provide you with access to a copy of these third party terms and conditions;
 - b) if you do not agree to the third party terms, we may not be able to provide you with the relevant Cloud Services. If you accept the third party terms and conditions prescribed in an Attachment, you must comply with those terms and conditions. If you fail to do so, we may be required by the relevant third party to cancel your service; and
 - c) we may provide you with a non-exclusive, non-transferable licence to use certain software or may give you access to software as a service ("**Service Software**") for the sole purpose of you accessing and using your Cloud Service (including any software service).
- 6.6 Except as permitted by law, you must not (and you must ensure that your users do not):
- a) remove, modify or obscure any copyright, trade mark or similar notices on any Service Software;
 - b) attempt to reverse engineer, decompile, disassemble, or derive any part of the source code of any Service Software; or
 - c) modify, translate, or create derivative works based on any Service Software.
- 6.7 If set out in an Attachment, you must install Service Software, other software, upgrades and patches as directed by us (including allowing us or our partners to install certain Service Software). If you fail to do so, we may suspend or refuse to support your service.
- 6.8 You must not use third party applications in connection with the Cloud Services that have licence terms and conditions that conflict with or could cause you to breach the licence terms governing the use of the Cloud Services.

7 Indemnity

- 7.1 You indemnify us against all loss, liability, cost or expense, suits or proceedings arising as a result of or in connection with any third party claim that relates to your data (including hosted content, any data stored on our storage platform and any software or configuration data you install (or that you request we install) on our service platform) or arising as a result of or in connection with your use of the Cloud Services (including any breach by you of the terms of this Service Schedule).
- 7.2 You indemnify us against (and must pay us for) any loss or damage we suffer, relating to:
- a) your (and your end users') use (or attempted use) of the Cloud Service; and
 - b) equipment you use in connection with the Cloud Service.
- 7.3 You indemnify us against (and must pay us for) any costs (including legal costs) relating to your breach of this Service Schedule.

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Your Information

- 8.1 If we host or store your data as part of your Cloud Service, you grant us a licence to host or store your data for all purposes required for, or related to, our provision of the Cloud Services.
- 8.2 We may delete your data immediately after the cancellation of your Cloud Service. We will try to give you notice before we do this. However, we recommend that you copy your backup data onto your own computer system on a regular basis and where notice of cancellation is provided.
- 8.3 You may extract your data at any time from the Cloud Services during the Term but not afterwards.
- 8.4 We will retain the data on our server(s) until the later of:
 - a) you cancelling your service or requesting that we delete the data; and
 - b) our no longer being required by law to retain the data, following which we will securely delete the data. Please note that the charges for your Cloud Service will continue to apply until such time as the Cloud Service is cancelled.
- 8.5 You may request our assistance with disengagement of your Cloud Service which may include the provision of data extraction services and we will notify you of any additional fees and charges which may apply to disengagement of your Cloud Service at the time you request disengagement.

9

Service Levels

- 9.1 The service levels we endeavour to provide for each Cloud Service are set out in the relevant Attachment.
- 9.2 In addition to the provisions on service levels set out in the Attachment, we are not responsible for a failure to meet a service level where:
 - a) the failure is caused by you or as a result of your breach of an obligation under this Service Schedule;
 - b) you fail to follow our reasonable directions;
 - c) you do not provide us with full and accurate information detailing any requests or relating to any incidents that you report to us; or
 - d) the failure is caused due to the corruption of data as part of a backup.

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Definitions

- 10.1 In this Agreement, unless otherwise stated:

“Customer Data” means all data, software and information, including, without limitation, data text, software, scripts, video, sound, music, graphics and images that are created, uploaded or transferred by you in connection with your Cloud Services embodied in any electronic or tangible medium, which is created, collected, processed, stored and/or transmitted in connection with the Cloud Services, including personal information or personal data (as defined by applicable privacy and data protection laws).

“**Service Software**” has the meaning given to it in clause 6.5(c) of this Service Schedule.

“**Telstra Portal**” means our online customer portal, also referred to as the Cloud Services (or such other location as we may designate from time to time).

Attachment 2 – Amazon Web Services (AWS) Services

This Attachment sets out service details, along with service specific terms and conditions, for the AWS Services.

1

Eligibility and Acknowledgements

Eligibility and Use of the Telstra Portal

- 1.1 In addition to the eligibility criteria set out in clause 2 of the Service Schedule – Cloud Services, if you already have AWS accounts, you can transfer these to us by completing an AWS Direct application form (AWS Direct Services).
- 1.2 This Attachment only applies to AWS Services (including AWS Direct Services) registered with us.

Separate agreement with AWS

- 1.3 By agreeing to the terms of this Attachment, you acknowledge that:
 - a) your use of the AWS Services is subject to the AWS Customer License Terms, which is a separate agreement between you and Amazon Web Services, Inc., a current version of which is located here at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>; and
 - b) the AWS Customer License Terms are incorporated by reference into this Agreement and you have expressly agreed to these terms by clicking on and accepting the AWS Customer License Terms at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>.
- 1.4 The specific AWS Services that you have acquired are found in or can be accessed through the Telstra Portal.

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.
- 1.6 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

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

Migration and changes to AWS Services

- 1.8 You agree that we may:

- a) change any of the AWS Services (in whole or in part) if our third party service provider changes 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.

1.9 We will endeavour to give you as much notice as possible of any changes or withdrawal, but are not required to do so.

2 Your comment to us

2.1 You:

- a) except where due to our breach of this Agreement, 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);
- 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

Licenses

- 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 resell or sublicense the AWS Services.
 - 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.

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 6.2 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; or
 - b) 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 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:
if you do not pay any amounts due for that AWS Service on time;
- a) if you do not pay any amounts due for that AWS Service on time;
 - b) 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
 - c) if 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.
- 5.4 Where provision of an AWS Service has been suspended or cancelled under clause 1.1(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 you complete the requirements to acquire the AWS Service in the Telstra Portal, 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. Either you or we can terminate your AWS Service on 30 days' notice by giving written notice to the other party.
- 6.3 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).
- 6.4 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, clauses 2 (Your commitment to us), 3.7 (Licences) 6.3, 6.5 and 6.6 (Termination), 7 (Privacy), 8 (Indemnity), 9 (Warranties) and 10 (Limitation of Liability) of this Attachment continue in full force and effect.
- 6.5 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
 - 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.
- 6.6 You must pay us for any use of the AWS Services after the termination date.

7

Privacy

- 7.1 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 in accordance with our Privacy Statement (as amended by us from time to time), which is available at <http://www.telstraglobal.com/legal/privacy-policy?>;
 - b) we may use and disclose information about you and each of them to AWS who may then 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; and
 - c) information about you and each of them that you and each of them disclose directly to AWS (either as part of the AWS Customer License Terms or otherwise) 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) violation of applicable law by you, your End Users or Your Content or Your Submissions; and
 - c) 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 **Error! Reference source not found.** and 10.3 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.

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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 cause of action or theory of liability, even if a party has been advised of the possibility of such damages for any:
- 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) investments, expenditures or commitments by you related to use of or access to the AWS Services;
 - d) cost of procurement of substitute goods or substitute services;
 - e) unauthorised access to Your Content, or any compromise, alteration or loss of Your Content;

- f) cost of replacement or restoration of any lost or altered Your Content; or
 - g) any indirect, incidental, special, consequential or exemplary damages, (together, the **Excluded Losses**).
- 10.2 Except for your payment obligations and indemnification arising under clause 8 of this Attachment, 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. Nothing in this clause will limit your payment obligations under this Agreement.
- 10.3 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 We may amend the terms of this Agreement, as they apply to the AWS Service, from time-to-time by notifying you of the amended terms, with as much notice as possible although some amendments may have immediate effect. 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 of this Attachment.

Export control restrictions

- 11.2 You must comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the United States Office of Foreign Assets Control. You are responsible for compliance 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 third parties, and the region in which any of those occur.

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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 Customer License Terms means the customer licence terms currently located at <https://s3-us-west-2.amazonaws.com/legal-reseller/AWS+Reseller+Customer+License+Terms.pdf>, 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.

AWS Services means the services provided by Telstra and made available by AWS to Telstra customers through the Telstra Portal.

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 attorneys' 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.

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 (excluding AWS Direct 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.