

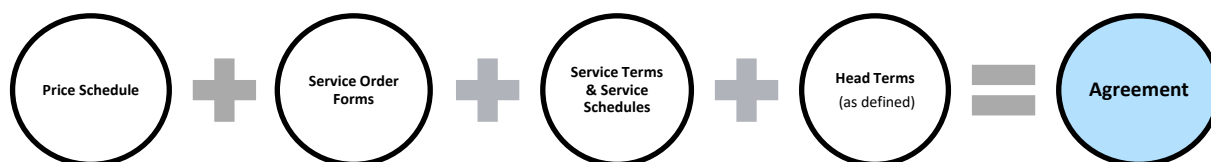


# GLOBAL BUSINESS SERVICES AGREEMENT

## 1 THIS AGREEMENT

1.1 This **Agreement** consists of:

- (a) Price Schedule;
- (b) each Service Order Form;
- (c) Service Terms and Service Schedules;
- (d) these Head Terms;
- (e) any Attachment to the Head Terms; and
- (f) Our Customer Terms as they apply to the Services (except for the General Terms section of Our Customer Terms). These are available at <http://www.telstra.com.au/customer-terms/> or you can obtain a copy from us.



[Attachments and Our Customer Terms not shown]

1.2 If there is an inconsistency between the parts of this Agreement, unless specified otherwise the document listed earlier in clause 1.1 prevails to the extent of the inconsistency.

## 2 Services

2.1 We agree to supply the Services to you, and you agree to acquire them from us, at the prices and on the terms of this Agreement.

2.2 We may provide the Services from locations outside of Australia, however this will not reduce our obligations under this Agreement.

2.3 From time to time, we may subcontract our obligations under this Agreement and where we subcontract any of our obligations under this Agreement, we will:

- (a) ensure that the subcontractor has all the necessary skills and resources to perform the work they undertake; and
- (b) not be relieved of our obligations to you under this Agreement for such work.

2.4 We may, without your consent:

- (a) subcontract all or any part of this Agreement to another Telstra Group Entity that has sufficient financial capacity (whether directly or indirectly including by way of intra-group arrangements) to perform our obligations under this Agreement which are proposed to be subcontracted; and
- (b) do all things required or desirable to give effect to paragraph (a) above.

## 3 Term

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- 3.1 This Agreement begins on the Start Date and continues for as long as we supply products and/or Services to you under this Agreement, until this Agreement is terminated or all Services under this Agreement have expired or been terminated.
- 3.2 A Service Schedule Term on expiry, automatically extends on a month to month basis on its existing terms (including price), unless either party gives the other at least 30 days written notice that it wishes to terminate the Service Schedule Term.
- 3.3 A Service Schedule will terminate when all the Services under that Service Schedule are cancelled or terminated.

## 4 Our commitment to you

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- 4.1 We will:
- (a) use reasonable care and skill in providing the Services, however we do not promise they will be continuous or fault free (including for unscheduled Emergency or Planned Maintenance);
  - (b) ensure that any goods supplied in connection with the Services are reasonably fit for the purpose for which they are supplied;
  - (c) ensure that all work we perform in connection with the Services is carried out by competent and suitably qualified personnel; and
  - (d) provide the Services and perform our obligations in accordance with the terms of this Agreement.

## 5 Your commitment to us

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- 5.1 You:
- (a) must provide us with all reasonable information as required by us to provide you the Services, and for you to receive and use our Services under this Agreement;
  - (b) must provide us and our Personnel with reasonable assistance and safe access to your Sites, network, infrastructure, equipment and systems as required by us to perform our obligations and enforce our rights under this Agreement;
  - (c) must ensure that all equipment connected to the Services by you, or on your behalf does not damage our equipment (normal wear and tear excepted), is technically compatible with the relevant Service(s) and that your use of the Services and the equipment complies with and is used in accordance with all reasonable procedures notified by us (including the Acceptable Use Policy, if applicable) and any relevant legislation;
  - (d) must not alter, tamper, reverse engineer, repair or attempt to repair the Services (including Hardware or Software provided as part of the Services) or cause, or allow, a third party to do any of these acts;
  - (e) are solely responsible for selecting, supplying and maintaining your own facilities and equipment;
  - (f) are solely responsible for the content of any data or information which you send or receive using the Services and must take reasonable steps to ensure the security of such data or information;
  - (g) are solely responsible for any use of the Services, or any Facility connected to the Services on your Sites, by you or any third party whether authorised or not;
  - (h) must not resell, resupply or share a Service to or with any third party without our consent;

- (i) acknowledge and agree that, where we supply an nbn™ Service to you under this Agreement, you do not have any contractual relationship with nbn™ and you agree not to make a claim against nbn™ arising from or in connection with any nbn™ Service provided to you under this Agreement;
- (j) promptly notify us if you alter, replace, maintain, modify or repair any hardware or software or system on your network, if your Service depends on the use of that particular hardware, software or system; and
- (k) acknowledge and agree that where you require fail-safe or uninterrupted connectivity, it is your responsibility to implement a business continuity plan and put in place alternate or appropriate back-up arrangements.

## 6 Transition and disengagement

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- 6.1 You may request us to provide transition or disengagement services, in which case we will:
- (a) prepare a Service Order Form which will specify relevant milestones, resources required, (including any resources you need to provide) and associated charges; and
  - (b) if you agree, provide the relevant services and you will pay us the associated charges as set out in the Service Order Form.
- 6.2 When performing transition in or disengagement services we will use reasonable endeavours to minimise disruption to your ongoing operations and reasonably co-operate with your incoming or outgoing service provider (although nothing requires us to provide your incoming or outgoing service provider with any of our confidential information).

## 7 Payment and invoices

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- 7.1 You must pay us the charges set out in this Agreement for the Services in the Specified Currency. All charges are payable within 30 days of the date of invoice, unless otherwise agreed in writing.
- 7.2 If you genuinely dispute an invoice you need not pay the disputed amount until the dispute is resolved, however you must pay all undisputed amounts by the due date.
- 7.3 If you do not pay any amount due under this Agreement on time (other than disputed amounts), we may:
- (a) if we have provided notice of the non-payment and you have not paid within 30 days of that notice, decrease or withdraw any off-tariff or discounted pricing for those Services; and
  - (b) charge you interest (calculated on a daily basis) on any unpaid amounts at an annual rate equivalent to the Official Cash Rate set by the Reserve Bank of Australia.
- 7.4 Except as permitted under clause 7.2 or clause 8 (Taxes), you may not exercise any right to set-off or withhold any amount payable to us under this Agreement.

## 8 Taxes

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- 8.1 Subject to this clause, you must pay all Taxes arising on the provision of the Services or incurred by us in performing the Services. Unless expressly stated otherwise, the charges for the Services are exclusive of any Taxes.
- 8.2 Where GST is imposed on a taxable supply made under or in connection with this Agreement and the recipient of that supply receives a tax invoice for that supply, the recipient must pay an additional amount

equal to the GST to the supplier (without deduction, withholding, counterclaim or set-off) by the tax invoice due date.

- 8.3 If one party is required to indemnify, pay or reimburse another party (Payee) for any cost, loss or expense, the indemnity or reimbursement payable does not include any amount for which the Payee (or an entity grouped with the Payee for GST purposes) is entitled to an input tax credit, but will be increased in accordance with clause 8.2 if the amount payable is consideration for a taxable supply.
- 8.4 If you are required by law to make a Tax Deduction from the payment, 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.
- 8.5 If you are required by law to make a Tax Deduction, then you must make that Tax Deduction, and any payment required in connection with that Tax Deduction, to the relevant taxing authority in accordance with the applicable law.
- 8.6 Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, you will deliver to us evidence that is reasonably satisfactory to us that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- 8.7 If you are in ACT, we may charge you an annual ACT Government Utilities Tax Charge (which may change over time and will be itemised on your invoice), where:
- (a) you have a relevant Service within the ACT Government area; and
  - (b) you are our customer (regardless of if you still have a relevant Service) after 31 March each calendar year.

## 9 Suspension or cancellation of Services

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- 9.1 You may cancel a Service at any time on 30 days' notice. However:
- (a) if you cancel a Service before we supply it to you, we may charge you for reasonable costs we incurred in preparing to provide it to you; and
  - (b) if you cancel a Service within the fixed or minimum term, we may charge you Early Termination Charges if they apply to that Service.
- 9.2 We may limit, suspend or cancel the provision of a Service at any time:
- (a) in the event of an emergency or in order to provide resources to emergency and other essential services;
  - (b) if the supply or use of a Service is, or is likely to become, unlawful; or
  - (c) if, in our reasonable opinion, the provision of a Service is likely to cause death, personal injury or damage to property.
- We will try to give you at least 3 days' notice if we need to limit, suspend or cancel the provision of the Service for one of these reasons but, sometimes, due to the nature of the change, we may not be able to give you prior notice. In that case, we will give you as much warning as we reasonably can.
- 9.3 We may limit, suspend or cancel the provision of a Service:
- (a) if you do not pay us for any undisputed amounts due for that Service within 30 days of us notifying you of the non-payment;
  - (b) after giving you as much notice as we reasonably can, if the Australian Competition and Consumer Commission (**ACCC**) issues, or we reasonably anticipate that the ACCC may issue, a competition notice in relation to a Service;
  - (c) after giving you notice if your use of a Service breaches our Acceptable Use Policy;

- (d) if your use of the Service adversely interferes with (or threatens to adversely interfere with) the efficiency of our network, in which case:
    - (i) we may immediately limit or suspend the provision of the Service; or
    - (ii) if you fail to rectify the situation within 30 days of us notifying you of it, then we can cancel the provision of the Service;
  - (e) after giving you notice if you are or become a carrier or carriage service provider (as defined in the Act);
  - (f) by 14 days' notice 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; or
  - (g) if 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.
- 9.4 Where provision of a Service has been suspended or cancelled under clauses 9.3(a), 9.3(d) or 9.3(e), we may require you to pay a re-connection charge when the Service is re-connected.
- 9.5 If we decide, or are required, to modify or exit a Service from the market or part of the market, we will inform you of the potential impacts and may, by giving you prior reasonable notice:
- (a) migrate you to the modified service or an alternative service (and you agree to provide reasonable assistance to enable us to do so); or
  - (b) cancel the Service.
- 9.6 If our changes to the Service or the migration to a modified or alternate service or plan is materially detrimental to you, you may cancel the changed or alternate service without the payment of any Early Termination Charges or re-payment of any fund credits that have been already used.

## 10 Maintenance

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- 10.1 From time to time, we may need to schedule maintenance of the Services (**Planned Maintenance**). Where possible, we will schedule Planned Maintenance between 1am - 6am local time at the affected Service locations and give you at least 10 days' notice.
- 10.2 Where we need to conduct emergency maintenance repairs and modification to our Services, we will aim to give you at least 24 hours' notice (**Emergency Maintenance**).

## 11 Termination

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- 11.1 Subject to clause 11.3, you may terminate this Agreement or a Service Schedule at any time with 30 days' written notice to us.
- 11.2 If a party commits a material breach of the Agreement and does not remedy that breach within 30 days of receiving a notice to do so, then the other party may terminate the Agreement or the affected Service Schedule.
- 11.3 If this Agreement or a Service Schedule expires or is terminated for any reason:
- (a) you must pay us:
    - (i) all outstanding invoices by the due date; and
    - (ii) 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 and funds credited to you);

- (b) those Services that are provided by us under Our Customer Terms and continue to be acquired by you will be supplied on the terms (including price) of Our Customer Terms;
  - (c) if you fail on reasonable request to return any Facility to us, we may by providing you with reasonable prior notice enter the Site and remove any Facility belonging to us which is connected with that Service. If we are unable to gain access to the Site we may recover the value of the Facility from you as a debt due to us; and
  - (d) all rights a party has accrued before expiry, termination or cancellation continue.
- 11.4 If this Agreement expires or terminates for any reason, clauses 5 (Your Commitment to Us), 11.3 (Termination), 12 (Confidentiality and Privacy), 13 (Limitation of Liability) 14 (Intellectual Property) clauses 16.2(c), 16.2(d) and 16.3 (Services to Related Companies) and clause 17.4 (Trustee Acknowledgement), continue in full force and effect.

## 12 Confidentiality and Privacy

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- 12.1 Each party must treat as confidential information the provisions of this Agreement and all information provided by the other party under this Agreement, including our technical, operational, billing, pricing and commercial information in relation to the supply of Services.
- 12.2 A party must not disclose the other party's confidential information to any person except:
- (a) to its employees, professional advisors and our Personnel 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 it is in the public domain.
- 12.3 You agree and will ensure that your Personnel, your Related Companies and their Personnel, and any individuals, who receive Services or whose information is disclosed to us, in connection with this Agreement, are aware that 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 <http://www.telstra.com.au/privacy/privacy-statement/index.htm> or by calling us on 1800 039 059.
- 12.4 Notwithstanding this clause 12, we may disclose confidential information:
- (a) to your Related Companies;
  - (b) to our Related Body Corporate or any of our professional advisors or rating agencies; and
  - (c) to any person in connection with any of our, or our Related Body Corporate's, actual or potential financing, risk transfer, monetisation or similar transactions,
- provided those persons listed in clauses 12.4(a) to 12.4(c) above first agree to observe the confidentiality of the information.

## 13 Limitation of liability

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- 13.1 If we fail to meet any of our service level obligations as a result of any interruption or delay to your Service, we accept liability to you, but limit our liability to any applicable service level rebates or credits. Where you are not entitled to a service level rebate or credit, we limit our liability to an amount equal to the charges billed for the affected Services for the period of the interruption or delay.
- 13.2 We accept liability to the extent arising from our negligence, breach of contract or nbn™ Activities:
- (a) for any personal injury or death to you or your Personnel resulting from the supply of the Services;

- (b) for any damage to your real or tangible property resulting from the supply of the Services, but we limit our liability to our choice of repairing or replacing the property or paying the cost of repairing or replacing it; or
  - (c) unless clause 13.1 applies, for any other cost or expense you reasonably incur that is a direct result of and flows naturally from, our breach of contract, negligence or nbn™ Activities (but excluding loss of profits, revenue, business opportunities, likely savings and data), and our liability under this clause is limited for all claims in aggregate to the total amount payable to us under this Agreement during the first year of this Agreement.
- 13.3 Other than the matters for which we are liable under clauses 13.1 and 13.2, we exclude all other warranties, rights and other liability to you and all third parties. 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 affected services and repairing, replacing or paying the cost of repairing or replacing affected goods.
- 13.4 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 or your Personnel.

## 14 Intellectual Property

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- 14.1 Unless specified otherwise:
- (a) nothing in this Agreement transfers ownership or otherwise grants any rights in Background Material or Third Party Software of a party;
  - (b) we own all rights in Contract Material and grant to you a non-exclusive, royalty free licence to use the Contract Material for the purpose of receiving a Service; and
  - (c) you grant to us a non-exclusive, royalty free licence to use your Background Material to the extent necessary for us perform our obligations and supply a Service to you.
- 14.2 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 the Services or any material provided by us under this Agreement infringes the Intellectual Property Rights of the third party, subject to you allowing us to direct any defence and settlement of the claim. This indemnity does not apply to the extent the claim arises out of any modification of any Services or materials provided by us, relates to services or materials provided by a third party in conjunction with the Services, or is caused or contributed to by you.
- 14.3 Where any person makes a claim for Intellectual Property Right infringement in connection with the provision of Services by us, we may modify, limit, suspend or cancel the provision of Services, if required, in response to the claim by giving you as much prior notice as we reasonably can.

## 15 Dispute Resolution

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- 15.1 The parties agree to use best endeavours to resolve in good faith any dispute concerning this Agreement. Each party must follow the procedures in this clause 15 before starting arbitration or court proceedings (except for urgent injunctive or declaratory relief). You must conduct all disputes on behalf of your Related Companies.
- 15.2 If a dispute arises between the parties that cannot be resolved promptly between their nominated contact persons, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within 7 days of the notice (or another agreed period) to try and resolve the dispute.
- 15.3 If the dispute remains unresolved, the parties must try to resolve it by mediation administered by the Australian Disputes Centre according to its Mediation Guidelines.

## 16 Services to Related Companies

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- 16.1 This clause 16 applies to you, if a Related Company acquires or uses the Services provided under this Agreement.
- 16.2 Unless agreed otherwise in writing, you acknowledge and agree that:
- (a) you are entering into this Agreement on your behalf and as an agent for and behalf of each Related Company;
  - (b) you warrant to us that you have, and will continue to have, the authority of each Related Company to enter into, and bind them to, the terms of this Agreement including all variations agreed by parties from time to time;
  - (c) all claims and rights in respect of the provision of Services that a Related Company acquires or uses under this Agreement can be exercised only by you acting on behalf of such Related Company, and any claim or enforcement of rights by a Related Company directly against us will not be binding or enforceable on us; and
  - (d) you remain liable to us for Services, and for payment of all charges and fees for Services, including those provided to and or ordered by your Related Companies under this Agreement, in accordance with the terms of this Agreement.
- 16.3 If a Related Company ceases to be your Related Body Corporate:
- (a) you must notify us immediately; and
  - (b) we may, on 30 days' notice terminate the Services and any agreement between us and the Related Company arising under this Agreement. Such termination will be without prejudice to a party's rights against any other party which accrued prior to termination, including the payment of any early termination charges by you to us as a result of such termination.
- 16.4 Unless agreed otherwise, on termination as under clause 16.3, those Services that we continue to provide and that which a former Related Company continues to acquire from us, will be provided by us on Our Customer Terms (including pricing of Our Customer Terms).

## 17 Trustee Acknowledgement

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- 17.1 This clause 17 applies to you, if you are executing this Agreement in your capacity as a trustee of a trust.
- 17.2 Unless agreed otherwise in writing, you represent and warrant to us that:
- (a) you are entering into this Agreement in your capacity as trustee of the trust whose name is stated on the Applicable Order (**Trust**) and in no other capacity;
  - (b) you are the only trustee of the Trust, and no action has been taken or is proposed to remove you as trustee of the Trust or to terminate the Trust;
  - (c) you have the power under the terms of the Trust to enter into and comply with your obligations under this Agreement, and to have those obligations enforced against you and the Trust;
  - (d) you have carefully considered the purpose of this Agreement and consider that entry into this Agreement is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained and the terms of this Agreement are fair and reasonable;
  - (e) you have a right to be fully indemnified out of the Trust assets in respect of the obligations incurred by you under this Agreement, and that the assets of the Trust are sufficient to satisfy that right of indemnity in respect of which you as the trustee have a right to be indemnified.



- 17.3 We agree not to bring any claim against you in any capacity other than as trustee of the Trust, and that any liability to us arising under or in connection with this Agreement will be enforced by us against you as a trustee to the extent it can be satisfied out of the Trust assets held by you or the Trust.
- 17.4 You agree that any exclusions and limitation in clause 17.3 will not apply if the liability or claim is a result of a breach of clause 17.2, or is due to your fraudulent or negligent acts or omissions, or your acts or omissions in breach of trust or duty.
- 17.5 You must notify us immediately, and this Agreement will terminate on the date:
- (a) you are no longer the sole trustee, a trustee and /or agent of the Trust; or
  - (b) the Trust is terminated or dissolved;
- whichever is earlier.

## 18 General

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### Entire Agreement

- 18.1 This Agreement constitutes the entire agreement between the parties in relation to the Services, and supersedes any previous agreement, representation, or warranties (whether oral or written) relating to the Services.

### Governing Law

- 18.2 This Agreement is governed by the laws of the Australian State or Territory in which your principal place of business is located. Each party submits to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.

### Interpretation

- 18.3 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 'a party' is a reference to it and, where relevant, each of its Related Companies including the party's executors, administrators, successors and assigns;
  - (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) terms used that are defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the meaning given in that legislation, unless the context makes it clear that a different meaning is intended;
  - (e) the singular includes the plural, and vice versa; and
  - (f) "includes", "including", "for example", "such as" and similar terms are not words of limitation.

### Notices

- 18.4 All notices and consents must be sent by email to the other party's contact person and email addresses specified in the Applicable Order, in your case, and in our case to: [ContractNotices@team.telstra.com](mailto:ContractNotices@team.telstra.com). You agree we may provide notice to you (on behalf of each **Related Company**) and do not need to separately or individually notify each Related Company.

18.5 Notwithstanding clause 18.4, we will communicate with you about this Agreement via the email address you give us, by text, via the Telstra Connect portal, or another way we think is reasonable in the circumstances.

### **Variations**

18.6 This Agreement may only be varied by written agreement between the parties, except for terms set out in Our Customer Terms, by us (and where such changes cause detriment to you, we will first publish an advertisement or tell you directly).

18.7 If a change to Our Customer Terms is materially detrimental to you, you may cancel the affected Service without the payment of Early Termination Charges.

### **Electronic Signatures**

18.8 If an electronic signature is used, it shall have the same effect as a handwritten signature.

### **Severability**

18.9 If any clause or part of any clause 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**

18.10 A right created by this Agreement may only be waived in writing by the party giving the waiver, and the failure to exercise or any delay in exercising a right or remedy provided by this Agreement or by law does not waive the right or remedy.

18.11 A waiver of a breach of this Agreement does not waive any other breach.

### **Warranties**

18.12 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.

### **Assignment and Agency**

18.13 A party must not assign its rights or novate its obligations under this Agreement without the other party's prior written consent, which must not be unreasonably withheld.

18.14 Notwithstanding clause 18.13, we may do any of the following without your consent:

- (a) novate this Agreement to another Telstra Group Entity that has sufficient financial capacity to perform its obligations under this Agreement, in which case you must undertake all actions reasonably requested by us to effect that novation;
- (b) assign, transfer or otherwise deal with, or grant security or create an interest or trust in or over (to or with any person):
  - (i) all or any part of this Agreement;
  - (ii) any of our rights, receivables or interests in connection with this Agreement; or
  - (iii) any related assets; and
- (c) do all things required or desirable to give effect to paragraphs (a) and (b).

- 18.15 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.

### Force Majeure

- 18.16 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.
- 18.17 If a Force Majeure Event occurs, the non-performing party must:
- (a) promptly give the other party notice of the event and an estimate of the non-performance and delay;
  - (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.

### Business Practices

- 18.18 In performing obligations in this Agreement, both parties must act in line with anti-slavery, anti-bribery and anti-corruption laws that apply to them where the Services are provided under this Agreement.
- 18.19 We will act in accordance with our **Anti-Bribery and Anti-Corruption Policy** and **Modern Slavery Statement**, including all amendments we make thereto after the date of this Agreement.

## 19 Definitions

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- 19.1 In this Agreement, unless otherwise stated:

**Acceptable Use Policy** means our Acceptable Usage Policy (AUP) as set out in [www.telstra.com/acceptable-use-policy](http://www.telstra.com/acceptable-use-policy) and as set out in the Service Schedule or Service Order Form.

**Act** means the Telecommunications Act 1997 (Cth), unless stated otherwise.

**Agreement Start Date or Start Date** means the date that we accept the Applicable Order.

**Antibribery and Anti-Corruption Policy** means our anti-bribery and anti-corruption policy available at <https://www.telstra.com.au/content/dam/tcom/about-us/investors/pdf%20F/35103-tel-anti-bribery-and-anti-corruption-policy-22-8.pdf>.

**Applicable Order** means the Service Order Form in which these Head Terms are incorporated by reference.

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

**Background Material** means, in relation to each party, any material (including but not limited to documentation, software, configurations and coding) which that party can establish was developed by it prior to or independently of the Agreement, but does not include material that is, or has become, Contract Material.

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

**Contract Material** means any material (including but not limited to documentation, software, configurations and coding) created by us or on our behalf in relation to a Service.

**Early Termination Charges** means the early termination charges for a Service (if any) set out or referred to in the Agreement.

**Emergency Maintenance** has the meaning in clause 10.2.

**Exclusion Event** means:

- (a) Planned Maintenance or Emergency Maintenance;
- (b) a Force Majeure Event; or
- (c) an exclusion event defined in the Service Terms or Service Schedule applicable to your Service.

**Facility** means facility as defined in the Act and includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

**Force Majeure Event** has the meaning in clause 18.16.

**Global Services** mean the Services supplied by us (or our Related Body Corporate) outside of Australia, as set out or referred to in a Service Order Form and the applicable Service Schedule. Our Customer Terms do not apply to Global Services.

**GST** has the meaning given to it in the GST Act, and includes a notional liability for GST.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Indirect Taxes** means any tax payable on the sale or supply of goods, services or other things and includes goods and services tax, value added tax, sales tax, consumption tax or any similar impost imposed in a jurisdiction other than Australia.

**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.

**Hardware** means any hardware, equipment and peripherals that is provided (sold, rented or leased) to you as part of the Services under this Agreement.

**Head Terms or Agreement Terms** means the clauses **Error! Reference source not found.** to 19 of the Agreement.

**Modern Slavery Act statement** means the Telstra modern slavery statement that provides an overview of our supply chain and how we disclose any material incidents annually. The statement is available at <https://www.telstra.com.au/content/dam/tcom/about-us/investors/pdf%20F/Telstra-2019-Modern-Slavery-Act-Statement.pdf>.

**nbn™** means nbn co limited (ABN 86 136 533 741), as that company exists from time to time.

**nbn™ Activities** means nbn™ Equipment and nbn™'s negligent or wilful acts or omissions in connection with the Services.

**nbn™ Equipment** means any equipment that is owned, operated or controlled by nbn™.

**nbn™ Service** means a Service that is supplied by or using nbn™ or nbn™ Equipment.

**Our Customer Terms** means the Standard Form of Agreement formulated by Telstra for the purposes of Part 23 of the Act, as amended by us from time to time in accordance with the Act.

**Personnel** means a person's officers, employees, agents, contractors and sub-contractors and in our case includes our Related Bodies Corporate.

**Planned Maintenance** has the meaning in clause 10.1.

**Price Schedule** means the schedules attached or added to these Head Terms, outlining the prices and pricing conditions of the products and/or Services you buy from us.

**Related Bodies Corporate** has

- (a) for the purpose of the definition of Related Company, the meaning given under the Corporations Act 2001 (Cth); and

- (b) for all other purposes, the meaning given under the Corporations Act 2001 (Cth), but as if each reference to a “body corporate” includes a proprietary company, a partnership or a trust.

**Related Company** means each of your Related Bodies Corporate that orders, uses or access the Services under this Agreement, and Related Companies has a corresponding meaning.

**Service** means a service under this Agreement set out or referred to in the Price Schedule or Service Terms and a Service Schedule and includes any individual service or component which constitutes that service.

**Service Order Form** means a mutually agreed application, order form or order request, for a Service or to vary, reconfigure, renew, or cancel an existing Service or any statement of work mutually agreed and executed by each party’s authorized representatives setting out the scope of any professional or consulting services that we provide to you under this Agreement.

**Service Schedules** means the schedules attached or added to these Head Terms, containing terms applicable to specific Services. If a Global Service is provided for which no applicable Service Schedule is attached or added to these Head Terms, Service Schedule means the applicable global Service Schedule located at <https://www.telstra.co.uk/en/service-terms>, which shall be deemed incorporated herein by reference.

**Service Terms** means the digital service terms section of Our Customer Terms (excluding the Digital General Service Terms) as they apply to specific Services you purchase from us, as amended from time to time. These are available at <https://www.telstra.com.au/customer-terms/digitalterms>.

**Service Start Date** for a Service means the date set out in the relevant Service Schedule, or if no date is specified:

- (a) the date you accept or are deemed to accept the Service. You are deemed to accept a Service on the expiry of any test period; or
- (a) if no acceptance test period is specified, the first day that the Service is installed and ready-for-use, as determined by us.

**Service Schedule Term or Initial Period for a Service** means the period we will provide that Service (including any minimum period for which you must acquire an individual Service) as set out in the relevant Service Schedule or Service Order Form.

**Service Provider** means a service provider who provides services to us in connection with the Services (which may include a Telstra group company), excluding any service providers from whom a Telstra group company acquires Services as an agent.

**Site** means any land, building, premises, 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.

**Software** means any computer program or code that is installed on or included with the Hardware owned by us and/ or provided as part of the Services and may include any modifications, enhancements, updates, new releases and or documentation for that software.

**Specified Currency** means Australian dollars or any other currency agreed in a Service Order Form.

**Subsidiary** of an entity has the meaning given to that term in the Corporations Act, and includes:

- (a) a partnership in which that entity has, in aggregate, a direct or indirect interest of over 50% in the partnership or which is controlled by the entity; and
- (b) a trust in which that entity has, in aggregate, a direct or indirect interest of over 50% of the issued units of the trust.

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

**Taxes** means Indirect Taxes, taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by law or government authority or agency, including any related interest, penalties, fines, or other charges or other expenses, other than GST and any tax imposed on, or calculated having regard to, net income.

**Telstra** means Telstra Corporation Limited (ABN 33 051 775 556).

**Telstra Connect** is our online portal to which you may be provided access.

**Telstra Group Entities** means any of the following entities:

- (a) Telstra;
- (b) a Subsidiary of Telstra or a Subsidiary of a Related Body Corporate of Telstra; or
- (c) a Related Body Corporate of Telstra.

**Third Party Software** means software (including open source software) owned by a Third Party Supplier, supplied by or otherwise made available by us to you under this Agreement.

**Third Party Supplier** means the manufacturer, distributor or supplier of the Hardware and Software.

**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.